

SOLICITATION, OFFER AND AWARD1. THIS CONTRACT IS A RATED
ORDER UNDER DPAS (15 CFR 700)

RATING

PAGE 1 OF 276

2. CONTRACT NUMBER

3. SOLICITATION NUMBER
HHM402-11-R-0114

4. TYPE OF SOLICITATION

5. DATE ISSUED
AUG 12, 2011

6. REQUISITION/PURCHASE NUMBER

7. ISSUED BY

Virginia Contracting Activity
ATTN: DIAC, AE-2
Building 6000
Washington DC 20340-5100

CODE ZD50

☐ SEALED BID (IFB)☒ NEGOTIATED (RFP)

8. ADDRESS OFFER TO (If other than item 7)

See Schedule
USA

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 4 copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in In accordance with the directions set forth in Section L until 11:00 local time SEP 12, 2011

(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR
INFORMATION CALLA. NAME
Allison RichardsB. TELEPHONE (NO COLLECT CALLS)
202-231-5219C. E-MAIL ADDRESS
Allison.Richards@dia.mil**11. TABLE OF CONTENTS**

(X) SEC.	DESCRIPTION	PAGES(S)	(X) SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE			PART II - CONTRACT CLAUSES		
X A	SOLICITATION/CONTRACT FORM	1 - 1	I	CONTRACT CLAUSES	-
B	SUPPLIES OR SERVICES AND PRICES/COSTS	-	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.		
C	DESCRIPTION/SPECS./WORK STATEMENT	-	J	LIST OF ATTACHMENTS	-
D	PACKAGING AND MARKING	-	PART IV - PRESENTATIONS AND INSTRUCTIONS		
E	INSPECTION AND ACCEPTANCE	-	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	-
F	DELIVERIES OR PERFORMANCE	-	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	-
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H	SPECIAL CONTRACT REQUIREMENTS	-			

OFFER

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)		10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)			
15B. TELEPHONE NUMBER	<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE		18. OFFER DATE	

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION See Schedule
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C 2304(c) () <input type="checkbox"/> 41 U.S.C 253(c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)
24. ADMINISTERED BY	CODE	25. PAYMENT WILL BE MADE BY
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)
		28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice. (Must be fully completed by offeror)

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>Offerors shall accurately complete Exhibit A, Excel Spreadsheet. Exhibit A will serve as the pricing model for all subsequent task orders issued under the subject IDIQ contract. All offers shall clearly delineate the ceiling labor rates and ceiling indirect rates to include profit. Contract types will be determined at the task order level and can include a mixture of fixed price or cost reimbursable pricing and therefore rates will be utilized from the Exhibit A pricing model for the purposes of planning. The Government will utilize these ceiling rates to determine market feasibility and any other applicable conditions which may apply to the respective task order and respective task order contract type.</p> <p>Anticipated Period of Performance: Base Period: 7 Feb 2012 - 6 Feb 2014 Option Year I: 7 Feb 2014 - 6 Feb 2015 Option Year II: 7 Feb 2015 - 6 Feb 2016 Option Year III: 7 Feb 2016 - 6 Feb 2017</p> <p>All questions shall be submitted via email to Allison.Richards@dia.mil no later than 12:00 PM EST on 24 August 2011. Questions shall be submitted to the Contracting Officer only. Any attempt to contact the Program Office will be grounds for disqualification.</p> <p>All proposals shall be received in person at the DIAC, A4-914 and via email at Allison.Richards@dia.mil, in accordance with directions set forth in Section L, no later than 11:00 AM EST on 12 September 2011.</p> <p>SCHEDULE B OF THIS RFP IS PROVIDED AS A SEPARATE MICROSOFT EXCEL SPREADSHEET. ALL OFFERORS ARE REQUIRED TO ACCURATELY COMPLETE ALL PRICING AREAS OF THE MICROSOFT EXCEL SPREADSHEET AND RETURN AS A MICROSOFT EXCEL ELECTRONIC FILE WITH THE FINAL PROPOSAL.</p> <p>2-year Base Period Fixed Price Task Orders</p>				
0001	<p>Offerors shall accurately complete Exhibit A, Excel Spreadsheet. Exhibit A will serve as the pricing model for all subsequent task orders issued under the subject IDIQ contract. All offers shall clearly delineate the ceiling labor rates and ceiling indirect rates to include profit. Contract types will be determined at the task order level and can include a mixture of fixed price or cost reimbursable pricing and therefore rates will be utilized from the Exhibit A pricing model for the purposes of planning. The Government will utilize these ceiling rates to determine market feasibility and any other applicable conditions which may apply to the respective task order and respective task order contract type.</p> <p>Period of Performance: 02/07/2012 to 02/06/2014</p> <p>2-year Base Period Cost Reimbursable Task Orders</p>	1.00	LO	NSP	NSP
0002	<p>Offerors shall accurately complete Exhibit A, Excel Spreadsheet. Exhibit A will serve as the pricing model</p>	1.00	LO	NSP	NSP

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>for all subsequent task orders issued under the subject IDIQ contract. All offers shall clearly delineate the ceiling labor rates and ceiling indirect rates to include profit. Contract types will be determined at the task order level and can include a mixture of fixed price or cost reimbursable pricing and therefore rates will be utilized from the Exhibit A pricing model for the purposes of planning. The Government will utilize these ceiling rates to determine market feasibility and any other applicable conditions which may apply to the respective task order and respective task order contract type.</p> <p>Period of Performance: 02/07/2012 to 02/06/2014</p> <p>Option Year 1</p> <p>Fixed Price Task Orders</p>				
1001	<p>Offerors shall accurately complete Exhibit A, Excel Spreadsheet. Exhibit A will serve as the pricing model for all subsequent task orders issued under the subject IDIQ contract. All offers shall clearly delineate the ceiling labor rates and ceiling indirect rates to include profit. Contract types will be determined at the task order level and can include a mixture of fixed price or cost reimbursable pricing and therefore rates will be utilized from the Exhibit A pricing model for the purposes of planning. The Government will utilize these ceiling rates to determine market feasibility and any other applicable conditions which may apply to the respective task order and respective task order contract type.</p> <p>Period of Performance: 02/07/2014 to 02/06/2015</p> <p>Option Year 1</p> <p>Cost Reimbursable Task Orders</p>	1.00	LO	NSP	OPT NSP
1002	<p>Offerors shall accurately complete Exhibit A, Excel Spreadsheet. Exhibit A will serve as the pricing model for all subsequent task orders issued under the subject IDIQ contract. All offers shall clearly delineate the ceiling labor rates and ceiling indirect rates to include profit. Contract types will be determined at the task order level and can include a mixture of fixed price or cost reimbursable pricing and therefore rates will be utilized from the Exhibit A pricing model for the purposes of planning. The Government will utilize these ceiling rates to determine market feasibility and any other applicable conditions which may apply to the respective task order and respective task order contract type.</p> <p>Period of Performance: 02/07/2014 to 02/06/2015</p> <p>Option Year 2</p> <p>Fixed Price Task Orders</p>	1.00	LO	NSP	OPT NSP
2001	<p>Offerors shall accurately complete Exhibit A, Excel Spreadsheet. Exhibit A will serve as the pricing model for all subsequent task orders issued under the subject IDIQ contract. All offers shall clearly delineate the ceiling labor rates and ceiling indirect rates to include</p>	1.00	LO	NSP	OPT NSP

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>profit. Contract types will be determined at the task order level and can include a mixture of fixed price or cost reimbursable pricing and therefore rates will be utilized from the Exhibit A pricing model for the purposes of planning. The Government will utilize these ceiling rates to determine market feasibility and any other applicable conditions which may apply to the respective task order and respective task order contract type.</p> <p>Period of Performance: 02/07/2015 to 02/06/2016</p> <p>Option Year 2</p> <p>Cost Reimbursable Task Orders</p>				
2002	<p>Offerors shall accurately complete Exhibit A, Excel Spreadsheet. Exhibit A will serve as the pricing model for all subsequent task orders issued under the subject IDIQ contract. All offers shall clearly delineate the ceiling labor rates and ceiling indirect rates to include profit. Contract types will be determined at the task order level and can include a mixture of fixed price or cost reimbursable pricing and therefore rates will be utilized from the Exhibit A pricing model for the purposes of planning. The Government will utilize these ceiling rates to determine market feasibility and any other applicable conditions which may apply to the respective task order and respective task order contract type.</p> <p>Period of Performance: 02/07/2015 to 02/06/2016</p> <p>Option Year 3</p> <p>Fixed Price Task Orders</p>	1.00	LO	NSP	OPT NSP
3001	<p>Offerors shall accurately complete Exhibit A, Excel Spreadsheet. Exhibit A will serve as the pricing model for all subsequent task orders issued under the subject IDIQ contract. All offers shall clearly delineate the ceiling labor rates and ceiling indirect rates to include profit. Contract types will be determined at the task order level and can include a mixture of fixed price or cost reimbursable pricing and therefore rates will be utilized from the Exhibit A pricing model for the purposes of planning. The Government will utilize these ceiling rates to determine market feasibility and any other applicable conditions which may apply to the respective task order and respective task order contract type.</p> <p>Period of Performance: 02/07/2016 to 02/05/2017</p> <p>Option Year 3</p> <p>Cost Reimbursable Task Orders</p>	1.00	LO	NSP	OPT NSP
3002	<p>Offerors shall accurately complete Exhibit A, Excel Spreadsheet. Exhibit A will serve as the pricing model for all subsequent task orders issued under the subject IDIQ contract. All offers shall clearly delineate the ceiling labor rates and ceiling indirect rates to include profit. Contract types will be determined at the task order level and can include a mixture of fixed price or cost reimbursable pricing and therefore rates will be</p>	1.00	LO	NSP	OPT NSP

SCHEDULE Continued

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	utilized from the Exhibit A pricing model for the purposes of planning. The Government will utilize these ceiling rates to determine market feasibility and any other applicable conditions which may apply to the respective task order and respective task order contract type. Period of Performance: 02/07/2016 to 02/05/2017				

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SECTION B SUPPLIES OR SERVICES AND PRICES/COSTS

B. 1 1052.216-97 FEE ADJUSTMENT - LEVEL OF EFFORT (COST REIMBURSEMENT) (DEC 2008)

The balance of the fixed fee withheld pursuant to the contract clause entitled "FIXED FEE" shall be payable at the expiration of the period of performance of this contract upon certification by the contractor that he has expended the level of effort specified in performing the work called for herein. The contractor shall submit to the contracting officer: (1) a breakdown of the category and number of man-hours for each category expended in the performance of the contract, (2) a certification stating that the total number of man-hours specified within the contract schedule has been expended. Deviations below the level of effort shall be subject to the approval of the contracting officer, and after approval the fee may be adjusted proportionately. The above break-down in certification in an original and three copies, shall be submitted upon completion of work and services required under Section B.

(End of Clause)

B. 2 1052.216-93 ESTIMATED COST AND FIXED FEE (DEC 2008)

The estimated cost of this contract is TBD exclusive of the fixed fee of TBD. The total estimated cost and fixed fee is TBD. (End of Clause)

B. 3 1052.216-95 ESTIMATED COST AND AWARD FEE (DEC 2008)

The estimated cost of this contract is _____. The maximum available award fee, excluding base fee, if any is _____. The base fee is _____. Total estimated cost, base fee, and maximum award fee are _____.

(End of Clause)

B. 4 1052.216-94 PAYMENT OF FIXED FEE (DEC 2008)

The fixed fee shall be paid in monthly installments based upon the percentage of the completion of work as determined by the contracting officer.

(End of Clause)

B. 5 1052.216-92 PRICE ADJUSTMENT - LEVEL OF EFFORT (FIXED PRICE) (APR 2010)

(a) This is a Firm Fixed Price Level-of-Effort Term Contract as identified in FAR 16.207. The total price for full performance hereunder is \$[].

(b) The Contractor shall expend its best effort towards accomplishing the work outlined in the clause entitled "Scope of Contract". The level-of-effort required for total performance under this contract is a minimum of [] labor hours and a maximum of [] labor hours.

(c) The estimated composition of the total labor-hours under this contract is as follows:

Labor Category Direct Labor Hours

TOTAL

NOTE: CO shall include all relevant contract labor categories and hours from prime and subcontractor(s).]

(d) The Contractor shall continually evaluate the total level-of-effort required and recommend to the Government changes thereto which are considered beneficial in attaining the overall objectives of this contract. In controlling the utilization of labor-hours, the Contractor shall promptly notify the Contracting Officer, in writing, when there is an indication that premature exhaustion of the total labor-hours is predicted.

(e) It is understood and agreed that the rate of labor-hours per month may fluctuate in pursuit of the technical objective; however, such fluctuations will be controlled to avoid an exhaustion of the total labor-hours of effort before the expiration of the term of the contract.

(f) It is further agreed that the Contractor may submit written requests for acceleration of the average hourly rate of effort that will result in the utilization of the total labor-hours set forth above prior to the expiration date of this contract. If the contractor's request is approved by the Contracting Officer, the accelerated performance shall be without increase in contract price and the transaction formalized by modification to this contract.

(g) On or about the completion date of this contract, the Contractor shall submit to the Contracting Officer a brief certified statement supported by a breakdown, by labor category, of the labor hours actually expended in the performance of this contract.

(h) The Firm Fixed Price for performance under this contract is predicated upon the Contractor furnishing at least the minimum but up to and including the maximum effort specified. In the event the minimum level-of-effort is not provided as specified, the Contracting Officer shall either require the Contractor to continue to perform work under the contract until the minimum level-of-effort has been provided (if consistent with appropriations law) or make an equitable downward adjustment in contract price in accordance with the following formula:

Price Reduction - FFP (in \$) x (Target LOE - Expended LOE)

Target LOE

"Price Reduction" computed by the above formula is the dollar amount by which the contract price will be reduced. "FFP" in the above formula means the fixed price specified in the contract. "LOE" in the above formula means "level of effort".

(End of Clause)

B. 6 1052.216-91 FIRM FIXED PRICE (DEC 2008)

The total firm fixed price of this contract is TBD. (End of Clause)

SECTION C DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C. 1 SIA II Section C - SOW

Solutions for Intelligence Analysis II (SIA II)
Indefinite Delivery Indefinite Quantity (IDIQ)

Statement of Work (SOW)
26 Aug 2011

1. (U) OBJECTIVES

(U) The purpose of SIA II is to provide the Defense Intelligence Agency (DIA) missions or funded responsibility with a responsive, efficient, and reliable means to satisfy requirements for intelligence analysis support and related services. SIA II will provide critical and timely support to assist in meeting mission requirements in a dynamic environment. SIA II will enable the Government to consolidate existing services and meet new challenges through a competitive process that will improve oversight and resource utilization.

2. (U) SCOPE

- 2.1. (U) Organizational Scope: The objective of the SIA II acquisition is to create a vehicle that will provide worldwide coverage for intelligence analysis support services that will provide support and assistance to the government through timely, objective, and cogent military intelligence to war fighters, defense planners, and defense and national security policy makers, vital to the security of the United States. This vehicle will support DIA funded analytic activities. The use of this vehicle for other non-DIA funded efforts shall be considered by the contracting officer on case-by-case basis. Special consideration shall be given to proposed efforts that provide joint benefit to the DIA mission.
- 2.2. (U) Over the five-year lifespan, the total value of the SIA II contract vehicle may reach a ceiling of \$5.6B. Individual requirements will be funded and accomplished on a task order basis according to the terms and conditions of the overall contract and details contained in the task order. Prime contractors shall be required to perform the various services and/or various deliverables as covered in the individual task orders. The Government intends to establish performance incentives at the task order level where appropriate.
- 2.3. (U) The Contractor shall, in response to task orders issued under this contract, provide services that span the entire spectrum of mission areas supported by the activities and technical capabilities. Services to be provided under this contract are categorized into 30 Operational and Mission Focus service areas as provided below.
- 2.4. Geographic Scope: The geographic scope of this effort is any component of the DIA enterprise or deployed location where the delivery of contractor provided intelligence analysis and related services is deemed appropriate and necessary by the customer. As combat support organizations, a key part of the DIA enterprise's mission involves direct support to operational or deployed forces. The capability to rapidly respond to

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requirements for provision of on-site intelligence analysts or related services world-wide forms a key part of this effort.

- 2.5. (U) Specific work focus will be further defined at the task order level and will be within the mission focus topics as identified in this Statement of Work. The labor categories may include, but are not limited to, those listed in Appendix A.

3. (U) OPERATIONAL & MISSION FOCUS

(U) The mission focus for this requirement includes, but is not limited to, the defense and transnational subjects, areas of interest, and intelligence topics. These are listed below. Contractors shall provide the expertise to enhance the DIA enterprise in meeting all operational and mission focus requirements, as appropriate. As the mission and requirements evolve, there will be changes to these areas. These changes will be addressed in specific task orders as they arise. **The types of analyses to be performed will be focused on one of the DIA mission areas listed below. Using the analytical methods and techniques employed by DIA, analyses may be required for sub-categories within the mission topics. These sub-topics may include but are not limited to: economics, political geospatial, military, or logistical areas of interest.**

1. (U) **Computer Network Operations**
2. (U) Counterintelligence Activities
3. (U) **Defense Industry**
4. (U) **Defense Policies**
5. (U) **Emerging & Disruptive Technologies**
6. (U) **Exercise & Training Activity**
7. (U) **Foreign Cultures**
8. (U) **Foreign Denial & Deception**
9. (U) **Foreign Intelligence Activities**
10. (U) **Foreign Space & Counterspace**
11. (U) **Forensic Analysis**
12. (U) **Goals**
13. (U) **Illicit Drugs**
14. (U) **Infectious Disease & Health**
15. (U) **Leadership - Military**
16. (U) **Leadership - National**
17. (U) **Military Systems Research Development Testing and Evaluation (RDT&E)**
18. (U) **Operational Readiness & Disposition**
19. (U) **Order of Battle**
20. (U) **Prisoner of War/Missing in Action (POW/MIA)**
21. (U) **Regional Dynamics**
22. (U) **Service Capabilities**
23. (U) **Stability Concerns**
24. (U) **Strategy & Doctrine**
- 1) (U) Supply Chain Risk Management

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- 25. (U) **Supporting Infrastructure**
- 26. (U) **Terrorism**
- 27. (U) **Weapons Systems Characteristics & Performance**
- 28. (U) **Weapons of Mass Destruction (WMD) – Biological**
- 29. (U) **WMD – Chemical**
- 30. (U) **WMD – Missiles**
- 31. (U) **WMD – Nuclear**

(U) Mission Focus Topics

(U) Computer Network Operations

Foreign activities, entities, concepts, policies, plans and programs, intentions, doctrine, strategy, research and development, organizations, tactics, techniques, and operations to deny, degrade, disrupt, destroy, or exploit computer networks, systems, or data resident on computer networks or efforts to undermine the confidentiality, integrity, or availability of computer networks, systems, or data resident on computer networks. Includes threats to destroy or degrade computer networks, threats to exploit computer networks. Vulnerabilities of foreign computer networks to destruction, degradation, and exploitation. Foreign policies, plans and programs to protect against cyber attack. Capability to monitor, detect and respond to attempts to penetrate computer networks.

(U) Counterintelligence Activities

Counterintelligence analysis and planning seeks to identify and neutralize espionage, foreign intelligence activities, and the intelligence-related activities of terrorist entities, including adversary efforts to degrade, manipulate, or covertly influence US intelligence, political processes, policy, and/or public opinion. By integrating all-source intelligence, including knowledge from both offensive and defensive counterintelligence activities, counterintelligence investigations, and counterintelligence analysis assists in identifying and countering foreign intelligence service personnel, plans, and capabilities. It also provides an integrated approach to protecting US forces, intelligence and national assets, research and development efforts, technology, and the US economy. Counterintelligence planning efforts harness analytic efforts to respond to the intelligence requirements of the Office of the Secretary of Defense, Joint Staff, Combatant Commands, and the military counterintelligence services.

- b. Counterintelligence operations and investigations respond to the intelligence needs of the Office of the Secretary of Defense, Joint Staff, Combatant Commands, and the military counterintelligence services. Produce integrated all-source intelligence, including knowledge from both offensive and defensive counterintelligence activities and counterintelligence investigations and inquiries, to ensure an integrated approach to protecting US forces, intelligence and national assets, research and development efforts, technology, and the US economy. Produce analysis to identify and counter foreign intelligence service personnel, plans, and capabilities; identify and neutralize espionage; and identify and neutralize foreign intelligence activities and the intelligence-related activities of terrorist entities. Analytic efforts will assist in exposing and exploiting foreign intelligence vulnerabilities, and will support offensive and defensive US counterintelligence activities.

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- c.
- d. Counterintelligence cyber collection in support of CI collection activities in cyberspace to detect, identify, **neutralize, and exploit foreign intelligence and terrorist threats to the Department of Defense (DoD) worldwide.** Assist in the production of reports of CI Cyber collection intelligence information obtained through cyber Collection efforts to provide strategic and tactical warning, exposing and exploiting FIE vulnerabilities through next-generation CI collection in the cyberspace domain to detect strategic surprise and support contingency operations

(U) Defense Industry

Basic and military industrial capabilities supporting a country's current and future ability to develop, equip, sustain, and employ its military forces. Includes civil-military allocation priorities and policies, economic and industrial trade policies, role of foreign economic-industrial assistance and linkages, and strategic resource and production requirements. The associated infrastructure and industrial output – including quantity of weapons produced. Industrial organization, raw materials, production processes, surge capabilities, reliance on foreign technologies, contribution of indigenous defense industry to arms trade, and factors that provide immediate support to major military operations.

(U) Defense Policies

Nation's defense plans, programs and policies that govern military force employment deployment and readiness, rules of engagement, including joint and multilateral operations with allies and the entering in to treaties/agreements to bolster security. Nation's defense-related strategic goals and objectives for enhancing force end-strength and the constraints and aspirations of the defense establishment. Role of defense forces in national security affairs and their influence on national policies, including decision-making process and internal political/military developments as they impact government stability.

(U) Emerging & Disruptive Technologies

Discovery, development or exploitation of advanced technologies by foreign states or non-state actors. Developments and trends in foreign scientific and technical capabilities that impact future applications in military defense and national security to prevent technology surprise to the US and Allied Forces. Foreign technology base. Science and technology plans, policies, programs, and facilities. Globalize trends in research in civilian advanced technologies. Technological advances in environmental engineering. Development and application of life science technology. Special focus on integration of information technology, biotechnology, materials science, and nanotechnology. Events leading to emerging and advanced technologies, disruptive technologies, technology transfer, and technology integration into military systems.

(U) Exercise & Training Activity

The conduct and results of military maneuvers or simulated wartime operations undertaken to maintain the capabilities of a force.

(U) Foreign Cultures

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Shared customs, norms, mindsets and values that define non-state identities and demographic factors which directly impact a population's ability to maintain order, facilitate commerce and inspire, support, or conduct violence.

(U) Foreign Denial & Deception

Denial and Deception (D&D) is undertaken by foreign adversaries—state and non-state actors alike—to influence or deceive the U.S. policymaking and intelligence communities by reducing collection effectiveness, manipulating information, or otherwise attempting to manage perceptions of intelligence producers and consumers. D&D practitioners seek to control what intelligence collectors observe and acquire in order to manipulate their perceptions and the content of their products, in an effort to shape the decisions and actions of policymakers and those who can influence them.

Denial refers specifically to activities and programs designed to eliminate, impair, degrade, or *neutralize* the effectiveness of collection within and across Human Intelligence (HUMINT), Signal Intelligence (SIGINT), Imagery Intelligence (IMINT), and Measurement and Signature Intelligence (MASINT).

Deception refers to *manipulation* of intelligence collection, analysis, or public opinion by introducing false, misleading or, even true but tailored, information into intelligence channels with the intent of *influencing* judgments made by intelligence producers and the consumers of their products.

(U) Foreign Intelligence Activities

Encompasses adversary efforts to degrade, manipulate or covertly influence US intelligence, political processes, policy or public opinion. Adversaries are defined as Foreign Intelligence and Security Services (FISS), Foreign Intelligence Collectors (FICs), information collection, and terrorist groups. To counter foreign intelligence activities Counterintelligence (CI) works closely with intelligence, security, infrastructure protection and law enforcement to ensure an integrated approach to the protection of US forces, our intelligence and national assets, US research, development and technology and the US economy. CI conducts analysis, investigations and operations to identify and neutralize espionage and foreign intelligence activities, the intelligence-related activities of terrorists

CI is composed of both offensive and defensive elements. Offensive CI includes the penetration and deception of adversary groups. Defensive CI involves protecting vital US national security related information from being obtained or manipulated by an adversary's intelligence organizations, activities and operations. This two-pronged approach forms a comprehensive CI strategy that is informed by collection results and feeds more effective CI operations. Counterintelligence is a universal constant that should be factored in whenever United States (US). Intelligence or national security capabilities are deployed or when we are targeted by our adversaries. *Every* US intelligence capability and requirement needs to be protected and *every* intelligence threat deployed against us should be countered by effective offensive and defensive CI.

(U) Foreign Space & Counterspace

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Intent, doctrine, and strategy to employ space and counterspace systems. Research, development, testing, and evaluation of such systems. Acquisition, integration, and installation of space and counterspace systems. Capabilities and characteristics of developmental, operational, and projected systems. Ability to use space systems to apply power and achieve civil, economic, and military gains to support foreign strategy. Threats to US space systems including on-orbit spacecraft, ground support segment, and users. Proliferation of space and counterspace systems and services to nations and non state actors.

(U) Forensics Analysis

Coordinates, participates, and performs analysis on digital media, including computer, personal electronic devices and other data processing and storage equipment; solves difficult technical problems, related to data acquisitions and interpretation. Specific duties include producing reports, related to media forensic analysis, Cell Phone Exploitation (CELLEX), reverse engineering, audio video analysis and digital identity attributes exploitation. Evaluates emerging forensics exploitation techniques and provides advanced digital forensics support to agency operations; assists in prototyping of new forensics techniques and capabilities. Brief analytical outcomes and performs exploitation requirements and coordination with peers and customers throughout the IC.

(U) Goals

Current security goals, objectives and strategies, how they are evolving, and their success/failure at achieving them. Regional and trans-regional trends and how they shape security policies. Key factors of security and defense policy behavior, focusing on the causes for change. Policies and actions governing participation in foreign/defense security alliances or multinational deployments. Significant impacts on US security interests/objectives and how the United States might influence security and military policies and alignments.

(U) Illicit Drugs

Significant foreign drug trafficking organizations and their vulnerabilities, illicit drug transshipment methods and routes, and illicit drug production and processing facilities. Foreign government and military counter-drug policies and actions as well as attitudes toward US-backed counter-drug proposals and activities. Illicit drug related corruption of high level governmental and military officials as well as those organizations and officials that can be relied on to resist drug trafficker influences. Includes international drug trafficking linkages with international terrorism and organized crime

(U) Infectious Disease & Health

Health risks to deploying US forces from environmental contamination, including chemical and radiological hazards. For deployment/staging or other critical locations, health risks associated with chemical storage sites at industrial facilities located at deployment, staging or other critical locations. Hazardous areas surrounding these locations. Infectious disease risks to deploying forces, including alerts on infectious disease outbreaks and forecasts on conditions compatible with disease spread. For deployment and staging locations, geographic risk distribution and diseases that may have significant operational impact. Natural distribution for infectious diseases of known bio-warfare potential. National and international public health capability, capacity, will, and investment to resolve infectious disease threats. Social, political, and

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economic impact of infectious diseases such as the HIV/AIDS epidemic on foreign nations. Health issues that impact readiness of foreign militaries.

(U) Leadership – Military

Uniformed and civilian leaders of foreign military organizations, to include decision makers and policy-shapers (Defense Chiefs/Ministers, Deputies); goals/motivations and their ability/capability to successfully pursue them. Motives, influence, and relations between senior leaders. Personal history, civilian education, military training, doctrinal innovations, personality type, unique traits and personal vulnerabilities, values, beliefs, negotiating and leadership style.

(U) Leadership – National

National decision-makers and policy-shapers, and influential persons whose actions and decisions have national significance; goals/motivations and their ability/capability to successfully pursue them. Personal history, civilian education, military training, doctrinal innovations, personality type, unique traits and personal vulnerabilities, values, beliefs, negotiating and leadership style.

(U) Military Systems RDT&E

Foreign research and development capabilities, programs, and infrastructure associated with foreign military systems (weapons, platforms, sensors, countermeasures).

(U) Operational Readiness & Disposition

The distribution of the elements of a command within an area, including the location of each unit's headquarters and the deployment of forces subordinate to it. The capability of a unit, formation, ship, weapon system, or equipment to perform the mission or functions for which it was organized or designed.

(U) Order of Battle

Ground, air, air defense, naval, naval aviation, theater and strategic missile forces and related facilities. For these forces include military unit organization, command leadership, personnel, major equipment, mobilization procedures, and locations of garrisons and related support facilities. The major functional aspects of military force organization analysis includes: garrison facility locations, support facilities, training, storage, ammunition, logistics, and combat service support units, command leadership, general staff and military departments, military region, military districts, theater of operations, organizational echelons, major combat and combat support equipment, unit force generation and history, and mobilization process.

(U) POW/MIA

Plans, intentions, procedures and operations of state and non-state actors to capture, or otherwise hold and exploit, U.S. and Allied personnel or their remains. Identify capabilities, employed to interface with U.S. efforts to locate, determine the welfare of, rescue, and/or recover captives or remains of designated persons. Identify personnel with information about captured and/or missing personnel; the circumstances, locations, and conditions of captured, missing, or deceased personnel and/or their remains; environmental circumstances, including security, geographic and cultural factors that affect the ability of an isolated person/POW/captive to survive, evade

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capture, resist exploitation, or escape. Identify indigenous conventional and unconventional capabilities to serve as recovery mechanisms.

(U) Regional Dynamics

Factors, conditions, or other influences that contribute to or undermine regional stability; leading to, perpetuating, resolving or preventing hostilities among nations, indigenous groups, tribes, sub-state governments, and other entities. Factors could include regional agreements, sanctions, embargoes, religious or ideological extremism, insurgencies, sanctuaries, civil war and conflict.

(U) Service Capabilities

Foreign service-specific (operational C4ISR, ground, naval, air, air defense, special operations, coastal/anti-landing, joint, combined, reserve, space, strategic missile, WMD-related, and gendarmerie/special police forces) leadership, strategy, doctrine, tactics, techniques, procedures, training curricula, and readiness systems and philosophy.

(U) Stability Concerns

Factors, conditions, or other influences that contribute to or undermine national stability and security, leading to or perpetuating hostilities *within a nation-state*. May include tensions among sub-national groups, indigenous peoples or tribal tensions. Factors may also include regional agreements, sanctions, embargoes, religious or ideological extremism, insurgencies, sanctuaries, civil war and conflict.

(U) Strategy & Doctrine

Military strategy and doctrine at the national, operational, and tactical levels to the military command structure, to include: conducting strategic and operational-level military deception; countering foreign technical and human reconnaissance; and protecting the security of critical military technology and weapons programs; writing military publications in alignment with strategy and doctrine; training and educating the military at educational institutions and through exercises.

(U) Supply Chain Risk Management

Analysis of risk of adversaries Foreign Intelligence Entities (FIE) capabilities, intent, and opportunities to adversely manipulate, disrupt, sabotage or subvert Information and Communication Technology (ICT) supply chains and provide information to policy/decision makers to inform mitigation strategies. Analytical focus areas also include the manipulation or injection of the means to conduct exploitation operations to facilitate intelligence collection or achieve strategic objectives.

(U) Supporting Infrastructure

The framework of interdependent networks and systems comprising identifiable institutions, organizations (including personnel and procedures), industries, and distribution capabilities that provides a flow of services and products essential to national security, defense, the economy, and society as a whole. It also includes network and system behaviors or interactions within the limits and possibilities produced by the physical, cultural, and human environments or geography.

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(U) Terrorism

Plans and intentions of global, national or regional terrorist groups and individuals. Capabilities of terrorists and their efforts to obtain weapons, other threat systems, dangerous materials and technologies, and expertise. Command, control, communications, intelligence, surveillance and reconnaissance, logistics, and other supporting infrastructures. Identity of established and emerging terrorist organizations and individuals. Evidence of state or non-state actor sponsorship of, or affiliation with terrorists, including financial support. Financial transactions in support of terrorism and efforts by terrorist groups to monitor, exploit, or manipulate electronic financial transactions. Indications of reconnaissance or surveillance, gathering information on potential US targets. Ability and will of states and non-state actors to support US counter-terrorism strategies and goals.

(U) Weapons Systems Characteristics & Performance

Technical characteristics and capabilities of foreign advanced and conventional military (weapons, platforms, sensors, countermeasures) systems both operational and developmental systems. Scientific and technical analysis and assessments of foreign military systems capabilities, strengths and vulnerabilities. Weapons testing and evaluation. Command and control systems required to employ a given system effectively in conjunction with other forces.

(U) WMD – Biological

Capabilities and characteristics of foreign military offensive and defensive biological warfare systems, both operational and in development. Biological warfare research and development capabilities, programs, and infrastructure. Biological testing and evaluation. Analysis and assessments of foreign biological warfare systems capabilities, strengths and vulnerabilities. Acquisition and exploitation of foreign biological warfare systems or components. Development by terrorists or other non-state entities of biological warfare and toxin devices including improvised dissemination means.

Foreign biological warfare and dual-use technology transfers. Arms suppliers, methods of finance and exchange, and transfer networks. Indications and warning of biological warfare proliferation activities to include theft and smuggling. Biological warfare and materials security and elimination. Ability and will of states and non-state actors to support US counter-proliferation goals, strategies, and programs. Efforts by terrorists or non-state entities to acquire, sell, traffic in, or use biological warfare and toxin devices, materials or components. Forensic attribution of devices or materials seized or used.

(U) WMD – Chemical

Capabilities and characteristics of foreign military offensive and defensive chemical warfare systems, both operational and in development. Chemical warfare research and development capabilities, programs, and infrastructure. Chemical testing and evaluation. Analysis and assessments of foreign chemical warfare systems capabilities, strengths and vulnerabilities. Acquisition and exploitation of foreign chemical warfare systems or components. Development by terrorists or other non-state entities of chemical warfare devices, including improvised chemical devices.

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Foreign chemical warfare and dual-use technology transfers. Arms suppliers, methods of finance and exchange, and transfer networks. Indications and warning of chemical warfare proliferation activities to include theft and smuggling. Chemical warfare and materials security and elimination. Ability and will of states and non-state actors to support US counter-proliferation goals, strategies, and programs. Efforts by terrorists or non-state entities to acquire, sell, traffic in, or use chemical warfare devices, materials or components. Forensic attribution of devices or materials seized or used.

(U) WMD – Missiles

Capabilities and characteristics of foreign missile systems (and subsystems), both operational, in development and estimated or projected. Missile research and development capabilities, programs and infrastructure. Missile testing and evaluation. Analysis and assessments of foreign missile systems capabilities, strengths, and vulnerabilities. Foreign exploitation of missile systems or components. Includes systems designed to support such missiles, e.g. transporters, launchers, re supply vehicles.

Foreign missile system and dual-use technology transfers. Arms suppliers, methods of finance and exchange, and transfer networks. Indications and warning of missile proliferation activities. Missile system weapons and materials security and elimination. Ability and will of states and non-state actors to support U.S. counter-proliferation goals and strategies.

Categories of missiles covered by this Topic are: ballistic missiles (short-, medium Unmanned Aerial Vehicle (UAVs) with WMD capability.

(U) WMD – Nuclear

Capabilities and characteristics of foreign military offensive and defensive nuclear weapons systems, both operational and in development. Nuclear weapons research and development capabilities, programs, and infrastructure. Nuclear weapons testing and evaluation. Analysis and assessments of foreign nuclear weapon systems capabilities, strengths and vulnerabilities. Acquisition and exploitation of foreign nuclear weapon systems or components. Development by terrorists or other non-state entities of improvised nuclear devices or radiological dispersal devices.

Foreign nuclear weapons and dual-use technology transfers. Arms suppliers, methods of finance and exchange, and transfer networks. Indications and warning of nuclear proliferation activities, to include theft and smuggling. Nuclear weapons and materials security and elimination. Ability and will of states and non-state actors to support or circumvent U.S. counter-proliferation goals, strategies, and programs. Efforts by terrorists or other non-state entities to acquire, sell, traffic in, or use nuclear or radiological devices, materials or components. Forensic attribution of devices or materials seized or used.

4. (U) ANALYTIC PRODUCTS

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- 4.1. (U) Analytic products are vital to the mission of DIA. As such, contractor personnel shall possess knowledge and the ability to produce the following products typically used in DIA. This list includes, but is not limited to, the following:
- 4.1.1. ***The Defense Intelligence Digest (DID)*** is DI's flagship product, intended to meet the needs of the senior-most civilian and military officials in the Department of Defense. It also is the product of record for our most critical assessments. DID articles alert senior customers to new developments, discoveries, or possibilities, providing strong and forward-looking assessments in a clear, concise manner. The DID also can be used to convey warning, alternative views, or exploratory analysis; different format conventions distinguish warning and alternative analysis articles.
 - 4.1.2. ***The Global Strategic Watch (GSW)*** is DI's capstone warning product. GSW articles address strategic warning concerns or provide forecasts of regional and transnational developments over the coming 6 to 12 months. The GSW also includes a section for exploratory analysis, normally consisting of "What If" or "High-Impact/Low-Probability" articles. The GSW is published quarterly at the REL FVEY level.
 - 4.1.3. ***The Defense Intelligence Report (DIR)*** is the vehicle for conveying in-depth analysis of a single issue, event, or development. A DIR provides more depth, detail, and context for a particular issue than a DID article does. The target audience for a DIR is customers who want to see the full details of our analysis or need a more complete understanding of a topic. Analysts can use alternative view and soon-to-be introduced warning variants of the DIR to convey alternative or exploratory analysis and warning concerns.
 - 4.1.4. ***The Defense Intelligence Study (DIS)*** provides comprehensive analysis on an important intelligence issue or topic. A DIS presents a compilation of baseline analysis or results of in-depth research and analysis. The target audience for a DIS often is military planners or acquisition specialists who need the full details about forces, weapons, or facilities.
 - 4.1.5. ***The Defense Intelligence Note (DIN)*** reports new and/or time-sensitive intelligence *without in-depth analysis*. It provides preliminary analysis when an analytic element believes that disseminating information now rather than waiting for more extensive reporting or to completely analyze the development is important. A DIN also can be used to move a story forward before enough change has occurred to warrant writing a new DID article or a DIR. Finally, a DIN can be used as a compendium to summarize developments for a particular issue or topic area of interest for a targeted customer set. The DIN is intended for customers who are fully engaged in an issue and expect continuing updates.
 - 4.1.6. ***The Defense Intelligence Reference Document (DIRD)*** provides non-substantive but authoritative reference information, instructions, or analytic tradecraft guidance.

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5. (U) LABOR CATEGORIES

5.1 (U) Labor categories currently identified for potential use under SIA II are listed in Appendix A. These labor categories are not all inclusive and may incorporate classified descriptions at a later date. They may be subject to revisions when identified further at the task order level. Addition of labor categories must be approved by the Contracting Officer at the task order level.

5.2 (U) Qualifications

5.2.1 (U) Junior level:

- Bachelor or masters degree, or,
- Specialized training & 2-3 years intelligence analysis experience, or,
- 3-4 years of military intelligence experience, or,
- Equivalent intelligence/academic experience

5.2.1.1(U) Time to Productivity: Junior level contractor personnel work semi-independently with frequent Government oversight. Provides completed products that may require multiple significant revisions and/or editing.

5.2.2 (U) Mid-Level

- Bachelor or masters degree with 4-6 years of intelligence analysis experience, or,
- Specialized training & 4-8 years intelligence analysis experience, or,
- Equivalent intelligence/academic experience

5.2.2.1(U) Time to Productivity: Mid level contractor personnel work independently with moderate Government oversight. Provides comprehensive and completed products that may require multiple minor revisions and/or editing.

5.2.3 (U) Senior Level:

- Bachelor or masters degree with 8+ years of intelligence analysis experience, or,
- Specialized training & 10+ years intelligence analysis experience, or,
- Equivalent intelligence/academic experience
- Credentialed subject matter expert or recognized specialist in relevant field

5.2.3.1(U) Time to Productivity: Senior level contractor personnel work independently with minimal Government oversight. Provides thorough and completed products that require minor revisions and/or editing.

6. (U) PERSONNEL REQUIREMENTS

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- 6.1. (U) Personnel: The critical aspect of any task is the qualifications and expertise of the personnel assigned. The Contractor shall submit resumes of qualified individuals to the Contracting Officer Representative (COR) for review and approval for proposed key personnel after contract award. The Contractor will receive either a written concurrence or notice with applicable reasons for declining a candidate from the COR. From date of award or modification, no position shall be vacant more than 30 calendar days, without an excusable delay or approval of the COR. Upon removal/resignation of contractor personnel, the contractor shall notify the COR within 2 business days. Within 10 business days of personnel removal/resignation, the contractor shall provide the resume(s) of the replacement candidate(s) to the COR for approval/concurrence. Failure to meet these timelines will result in an equitable adjustment to the contract. Inexcusable delays will be reported to the Contracting Officer for corrective action and noted in the COR's files. Excessive problems could result in a negative past performance rating and/or termination of the contract.
- 6.2. (U) Key Personnel: The Contractor shall submit resumes of qualified individuals to the COR for review for the proposed key personnel. The Contractor shall ensure that the key personnel they propose are qualified and available to work on the actual procurement. The contractor shall provide an acceptable level of evidence as determined by the Contracting Officer. Failure to provide key personnel resumes or evidence of the availability to perform on the actual procurement may result in non exercise of options or disqualification for future contract awards. No position shall be vacant more than 30 calendar days, without an excusable delay or approval of the COR. The Government reserves the right to revise the key personnel as dictated by mission.
- 6.3. (U) Contract Manager/ Program Manager: The Contractor shall provide an overall contract manager/program manager who shall be responsible for the performance of the work. The name and telephone number of the contract manager/program manager and an alternate shall be provided to the Contracting Officer and COR in writing prior to the contract start date. The alternate shall act in the capacity of the contract manager/program manager in the event the contract manager/program manager is absent. Any change in contract manager/program manager and alternate shall be provided, in writing, to the Contracting Officer and COR upon replacement of the manager and/or alternate. The contract manager/program manager shall have full authority to act for the Contractor on all matters pertaining to the operation of this contract. The contract manager/program manager shall be available to meet, as necessary, with the COR and/or Contracting Officer to discuss contract performance and/or problem areas.
- 6.4. (U) Personnel Qualifications:
 - 6.4.1. (U) The Contractor shall be responsible for employing technically qualified contractor employees to perform the work specified in this SOW. The Contractor shall maintain the contractor employee, organization, and administrative control necessary to ensure that the work delivered meets the contract specification requirements. Specific contractor employee qualification requirements to perform the services set forth herein and employees shall meet the minimum qualifications for the respective labor categories identified in the basic contract.

- 6.4.2. (U) The work history of each contractor employee must contain experience directly related to the task and functions he/she is intended to perform under this contract.
- 6.4.3. (U) The Government reserves the right, during the life of this contract, to request work histories on any contractor employee for the purpose of verifying compliance with the above requirement; additionally, the government reserves the right to review resumes of Contractor employees proposed to be assigned.
- 6.4.4. (U) Personnel assigned to, or utilized by, the Contractor in the performance of work shall be fully capable of performing the contemplated functions of the respective labor categories in an efficient, reliable, and professional manner.

APPENDIX A

(U) Labor Categories

- 1. (U) All Source Analysts
 - 1.1. (U) Contractor personnel shall assist in the production of broad and complex all-source intelligence relative to specific complex country/region(s) military strategic and operational capabilities and potential threat issues and topics. As such, the contractor applies in-depth intelligence analytic skills to identify, assess, design, and report on highly complex order of battle, force structure, military capabilities, key military leadership, military policies, plans, strategies, intentions, and their impact on force developments.
 - 1.2. (U) Contractor personnel shall also serve as an all source analyst responsible for assisting in the development and implementation of intelligence policies and procedures that impact the defense intelligence community.
 - 1.3. (U) The contractor applies seasoned judgment and ingenuity in assisting with the management and conduct of intelligence policy studies and analysis to provide advice on complex policy issues. The contractor identifies and implements new and/or revised policy changes, monitor trends, issues, and their impact on the Agency. The contractor assists in decision-making by providing recommendations significantly changing, interpreting, or developing important intelligence policies and programs. In all cases, the contractor must possess a deep knowledge of and skill in applying advanced intelligence concepts, principles, practices, laws, regulations, methods and techniques. All work must be performed in compliance with the analytic standards identified in Intelligence Community Directive 203. The contractor must also possess advanced knowledge of the Intelligence Community and/or Department of Defense missions and functions.
 - 1.4 (U) General all source analytic functions:
 - 1.4.1 (U) The contractor researches, analyzes, interprets, evaluates, and integrates extremely complex all-source intelligence data pertaining to order of battle, force structure, strategic and conventional military capabilities and key military leadership.

1.4.2 (U) The contractor prepares extensive assessments and documents and disseminates information through reports and briefs. Develops complex analytical approaches to problems and situations for which data is incomplete, controversial, or for which no precedent exists.

1.4.3 (U) The contractor assesses capabilities of doctrine and strategy production, joint forces operations, force structure, manpower; joint exercises, readiness training; and intentions. Advises and briefs senior leadership regarding critical military capabilities issues. Represents the Agency's position concerning military capabilities to senior policymakers. Provides input to policymakers on key foreign military capabilities trends.

1.4.4 (U) The contractor develops innovative approaches to analysis and validates analytical conclusions. The contractor maintains and updates extensive intelligence databases, systems, and mechanisms for sharing relevant intelligence information to support on-going and projected projects.

1.5 (U) The contractor is involved in issues spanning all regions of the world to include:

1.5.1 (U) Asia/ Pacific, Latin America, Europe/Eurasia, Africa, the Middle East and North Africa: Contractor personnel shall provide all-source, current and predictive military analysis, and intelligence assessments for these regions. This analysis will provide regional situational awareness and enhanced understanding through sound, collaborative analytical assessments on military, political, and security related issues; and subject matter expertise to inform and shape intelligence and policy discussions and decisions affecting Department of Defense acquisition and military operations.

1.6 (U) The contractor will also fulfill roles as a functional analyst in areas to include:

1.6.1 (U) Counter Narcotics Trafficking Analysis: Contractor personnel shall assist in the production of all-source intelligence analysis on world-wide drug issues; provides operational counterdrug intelligence support both to DoD elements performing drug detection and monitoring missions and to law enforcement agencies involved in drug interdiction and anti-kingpin missions; assist government lead in providing functional oversight for DIA's counterdrug collection management; and provides intelligence support to the national level policymakers, U.S. Combatant Commands; various cells, teams, and task forces; and select law enforcement agencies.

1.6.2 (U) Counter Proliferation Analysis: Contractor personnel shall produce, assist in the management of production of, and integrate all-source intelligence on foreign nuclear, chemical, and biological warfare programs in support of U.S. counter proliferation efforts. The contractor may assist the DIA counter-proliferation representative to the Intelligence Community, DoD, and other U.S. and allied government agencies and coalition forces on counter proliferation, nuclear, chemical, and biological warfare topics, arms control, exploitation program planning, development, and execution.

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1.6.3 (U) Cyber Threat Analysis: Contractor personnel shall assess foreign military command and control processes, networks, and information technologies and conduct human factors analysis of national leaders to support current and future U.S. policy and operations. The contractor provides all-source intelligence that looks beyond the current operational or tactical threat to warn of emerging adversary cyberspace capabilities and intent, national space strategy and foreign influence threats as well as associated risks to DoD critical information infrastructures and national security interests.

1.6.4 (U) Defense Resources and Infrastructure Analysis: Contractor personnel shall assess civilian and military infrastructures, economic systems, arms transfers and their inter-dependencies that underpin foreign military capabilities, reveal intentions and enable threats to deliver a decisive knowledge advantage to war fighters, policy makers and acquisition planners.

1.6.5 (U) Defense Warning Analysis: Contractor personnel shall identify sources of increasing threats to U.S. interests and provide strategic warning to defense and national security policy makers; mitigates surprise and helps shape strategic outcomes; guides the development of defense capabilities; identifies and analyses defense-related economic, social, political, scientific, and technological trends; and executes directed tasks in support of the Defense Foreign Material Program, DoD Analytic Agenda, Defense Acquisition System, and Technology Security Program.

1.6.6 (U) Military Forces Analysis: Contractor personnel shall provide foreign military forces analysis for the war fighter, defense and national security policymakers and the acquisition community concentrated on: organization, capabilities, equipment and facilities. The contractor's analysis will be centered on the following order-of-battle disciplines: Air, Ground, Naval, Electronic, Strategic missiles and Defense missiles.

1.6.7 (U) Missile and Space Analysis: Contractor personnel shall provide intelligence assessments on foreign missile and space systems using scientific and technical methods to evaluate all sources of intelligence data to determine foreign weapon characteristics, performance, and operations.

1.6.8 (U) Counterterrorism Analysis: Contractor personnel shall produce integrated, all-source intelligence in support of U.S. combating terrorism plans and operations, both offensive and defensive; provide strategic and tactical warning, exposing and exploiting terrorist vulnerabilities, supporting DoD combating terrorism operations, and preventing terrorists from acquiring increased capabilities; help manage and direct the Agency's combating terrorism intelligence activities; provide terrorism-related indication and warning and crisis intelligence support to the Joint Staff Director for Intelligence (J2) and the Combatant Commands; and responds via products and services to the intelligence needs of the Office of the Secretary of Defense, the Joint Staff, Combatant Commands and military services

1.6.9 (U) Medical Intelligence Analysis: Contractor personnel shall prepare, coordinate, and disseminate integrated, all-source intelligence for the Department of

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Defense (DoD) and other government agencies on foreign health threats and other medical intelligence issues to protect U.S. interests worldwide. The contractor will team with interagency partners to produce assessments of foreign and domestic health threats and issues to protect U.S. interests worldwide. These assessments provide the earliest possible warning for health threats and issues, including strategic forecasts and estimative scenarios.

1.6.10 (U) Underground Facility Analysis: Contractor personnel shall provide timely detailed analysis and characterization of underground facilities and programs throughout the world, including their underlying technologies and infrastructures. The contractor will build, maintain, enhance, and employ effective collection and research and development (R&D) capabilities using Intelligence Community, DoD, academia, and commercial enterprises. The contractor will support national decision makers, weapons developers, and U.S. and combined operational forces by ensuring the threats posed by the functions housed in underground facilities are appropriately addressed.

1.7 (U) General functions of all source analysts involved in all aspects of intelligence policy:

1.7.1 (U) The contractor advises team(s) on special projects or studies of considerable scope and depth critical to the resolution of military capabilities issues and problems; interprets complex legislative, regulatory, and policy guidance to prepare recommendations for management.

1.7.2 (U) The contractor develops and strengthens substantive ties with other government organizations. Interfaces with the Intelligence Community on foreign military capabilities issues. Represents the Agency's position and Intelligence Community as senior intelligence representative at interagency and international meetings and on national working groups.

1.7.3 (U) The contractor analyzes, reviews, and assists in the development of complex policy on key intelligence operational issues.

1.7.4 (U) The contractor conducts research and provides interpretation of legislation, directives, and doctrines affecting the Intelligence Community.

1.7.5 (U) The contractor reviews higher echelon actions to assess potential impact on the Agency, and helps plan, organize, coordinate, and communicate Agency responses to higher authorities.

1.7.6 (U) The contractor provides broad policy advice to senior management through the process of synthesis, analysis, and interrelating of meaningful data. Ensures that intelligence policy operations and programs are streamlined, efficient, and in compliance with regulatory requirements by providing guidance, oversight and evaluation.

1.7.7 (U) The contractor assists managers and other stakeholders in the conduct of joint analyses of complex policy issues by identifying and defining problems and providing

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recommendations to streamline operations. The contractor works closely with senior staff to identify and develop strategies for improvement in intelligence policy functional areas.

1.7.8 (U) The contractor identifies, initiates, and assists in the development of intelligence policy changes. The contractor assists in the development and/or recommends and coordinates new and/or revised procedures, directives, and guidelines.

1.7.9 (U) The contractor assists the Agency's senior intelligence policy representative in various working groups and when necessary, facilitates ad hoc teams as they plan and develop strategies. The contractor designs and implements effective communication strategies to accomplish change management, and assists teams on special projects or studies of considerable scope and depth critical to the resolution of policy issues and problems.

2. (U) Forensics Analyst

- 2.1 (U) Contractor personnel shall coordinate, participate, and perform analysis on digital media to include, but not limited to, computers, personal electronic devices and other data processing and storage equipment.
- 2.2 (U) Contractor personnel shall solve difficult technical problems, related to data acquisitions and interpretation.
- 2.3 (U) Contractor personnel shall produce reports related to media forensic analysis, CELLEX), reverse engineering, audio video analysis and digital identity attributes exploitation.
- 2.4 (U) Contractor personnel shall evaluate emerging forensics exploitation techniques and provide advanced digital forensics support to agency operations; assists in prototyping of new forensics techniques and capabilities.
- 2.5 (U) Contractor personnel shall brief analytical outcomes and perform exploitation requirements in coordination with peers and customers throughout the IC.

3. (U) Social Network Analyst

- 3.1 (U) Contractor personnel shall support the Defense HUMINT operations and social network analysis project needs of other partner agencies, such as Law Enforcement (LE), State, Treasury, Commerce, and Transportation.
- 3.2 Contractor personnel shall work on projects addressing a broad range of global "supply chain" activities such as terrorism, counterdrug, narco-terrorism, counterintelligence, and operations which threaten the security of designated programs, organizations, and systems.

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- 3.3 (U) Contractor analysis may focus on specific target threat countries or events, but may also include non-state actors and insurgent/terrorist individuals or groups.
- 3.4 (U) Contractor personnel shall build upon proven data fusion methods as established and integrated with DIA Defense HUMINT and other Interagency partners to conduct structured, all-source analysis of global supply chain networks associated with terrorism, counterdrug, narco-terrorism, counterintelligence, insurgency, or operations which threaten the security of DOD personnel and systems.
- 3.5 (U) Contractor personnel shall plan and develop internal analysis strategies and participate in project/team meetings to provide innovative methods and assistance in social network analysis and presentation of the findings in support of other team members' analysis. Strategies and methods may focus on individuals, groups, events, locations, or special associations, based on the project needs.
- 3.6 (U) Contractor personnel shall assemble facts and information from a variety of data sources and work products made available by various federal, state, regional, and tribal enforcement and intelligence agencies; these may include data contributed by, but not be limited to, Immigration and Customs Enforcement (ICE), Customs and Border Patrol (CBP), National Counterterrorism Center (NCTC), Federal Bureau of Investigation (FBI), Drug Enforcement Agency (DEA), Defense Intelligence Agency (DIA), National Security Agency (NSA), and open source materials
- 3.7 (U) Contractor personnel shall locate, synthesize, and interpret large amounts of textual and technical data such as Intelligence Information Reports (IIRs), finished intelligence (FINTEL), filtered real-time data feeds, message traffic, directed-searches results, and task-specific, specialized data sources.
- 3.8 (U) Contractor personnel shall perform appropriate methods of social network analysis to meet specific project needs. Methods may include classification, pattern analysis, trend/geo-temporal studies, and link analysis based on analysis of transaction data, message (phone, e-mail, blog) traffic, and other data sources in collaboration with other project analysts.
- 3.9 (U) Contractor personnel shall employ advanced computer tools, applications, and tradecraft to understand relationships (leadership, affiliations, aliases, etc.), temporal and spatial interdependencies, and conceptual scenarios which yield draft and finished social network analyses. Products (documents, presentations) will include a coherent and usable assembly of facts, inferences, charts, and findings which highlight the social network aspects of supply chain events, fraud detection, deception/denial, illegal activities, regulatory infractions, and similar project-specific needs.
- 3.10 (U) Contractor personnel shall offer suggestions for improvements in social network analysis, potential data sources, and project workflow/organization, as needed.

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- 3.11 (U) Contractor personnel shall serve as a Defense HUMINT (DX) representative on working groups with functional and multi-disciplinary perspective that involve social network analysis.
- 3.12 (U) Contractor personnel shall possess the following qualifications: Assignments require knowledge of a full-range of concepts, principles, and practices in social network analysis and skills in applying this knowledge to challenging, multi-agency work assignments; based on the assignments, the analyst will assist in developing new or modified work methods, innovative approaches, and alternative uses of new or available data sources; innovation and creativity, plus a "self-starter" attitude, are important.
- 3.13 (U) Contractor personnel shall possess the following desired skills: familiarity with Palantir, Analyst Notebook, Semantica, or similar network and data analysis methods is highly desirable; knowledge of foreign entities, political structure, economic systems, social structures, and information networks is desirable.

4.0 (U) CI/HUMINT Targeting Officer (HTO)

- 4.1 (U) Contractor personnel shall serve as a team member with DoD and other Interagency analysts to provide targeting and analysis in support of HUMINT operations against high priority issues and countries.
- 4.2 (U) Contractor personnel shall conduct all source, multi-disciplined research and analysis to develop comprehensive human intelligence (HUMINT) targeting packages and reports on assigned targets based on national and HUMINT intelligence requirements for tasking through unit referents to field collectors. In conjunction with appropriate issue managers, analysts and collectors, develops detailed targeting guidance, defines specific, quantifiable, and obtainable collection.
- 4.3 (U) Contractor personnel shall prepare and coordinate strategic and tactical HUMINT targeting plans for assigned transnational and/or regional issues and provides coordination on developing HUMINT targeting strategies and initiatives.
- 4.4 (U) Contractor personnel shall monitor HUMINT operational traffic relating to functional or regional targets.
- 4.5 (U) Contractor personnel shall provide substantive feedback to collectors in the form of targeting information and direction.
- 4.6 (U) Contractor personnel shall maintain awareness of critical issues, ongoing HUMINT operations and reporting, policy developments, relevant HUMINT collection requirements, and production and information priorities established by national and Intelligence Community customers.

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- 4.7 (U) Contractor personnel shall maintain targeting database and performs link analysis, network analysis, and pattern of life analysis to pinpoint optimum targets.
- 4.8 (U) Contractor personnel shall maintain liaison with a wide variety of intelligence and non-intelligence operational and substantive personnel within the Intelligence Community to ensure operational success.
- 4.9 (U) Contractor personnel shall coordinate with IC agencies as needed to support HUMINT operations.
- 4.10 (U) Contractor personnel shall serve as primary point of contact and targeting team lead, and as such, leads the team in identifying, distributing and balancing workload and tasks, articulating and communicating assignments and projects among employees and contractors and making adjustments to ensure timely accomplishment of tasks.
- 4.11 (U) Contractor personnel shall possess the following qualifications:
 - 4.11.1 (U) Assignments require knowledge of a full-range of concepts, principles, and practices in all-source analysis, raw data fusion, and skills applying this knowledge to difficult work assignments;
 - 4.11.2 (U) Based on the assignments, the analyst will assist in developing new or modified work methods, innovative approaches, and alternative uses of new or available data sources; innovation and creativity, plus a "self-starter" attitude, are important;
 - 4.11.3 (U) Assignments require professional knowledge of a wide-range of human intelligence targeting principles, concepts, and techniques to accomplish difficult and complex work assignments;
 - 4.11.4 (U) Knowledge of applying HUMINT collection capabilities and targeting development strategies and processes against prioritized regional and transnational target sets;
 - 4.11.5 (U) Ability to apply all-source intelligence analysis (i.e. IMINT, SIGINT, HUMINT, MASINT, or all-source) to HUMINT targeting;
 - 4.11.6 (U) Provide research and analysis to support intelligence organizations. Supports development and analysis of intelligence products;
 - 4.11.7 (U) Presents analysis or products to customers;
 - 4.11.8 (U) Works on complex problems;
 - 4.11.9 (U) Frequently interacts with customers and/or functional peer group managers and senior management;

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- 4.11.10 (U) Experienced at leveraging solid written and verbal communications skills to prepare and confidently deliver briefings and papers for senior officials;
- 4.11.11 (U) Experience providing analytic support to HUMINT, Law Enforcement, or other DoD field operations.
- 4.12 (U) Contractor personnel shall possess the following desired skills:
 - 4.12.1 (U) Must be proficient in the use of computer tools common to the intelligence community such as HOTR, WISE-ISM, CRMS, Pathfinder, M3, Analyst Notebook, Palantir, and others;
 - 4.12.2 (U) Experience performing all-source analysis and fusion to provide actionable intelligence to war fighters.

5. Supply Chain Analyst

- 5.1 (U) Contractor personnel shall serve as a team member with DoD and other Interagency analysts to provide targeting and analysis in support of coordinated Interagency operations against IED proliferation networks and related threat finance and facilitation activities.
- 5.2 (U) Contractor personnel shall build upon proven data fusion methods as established and integrated with DIA Defense HUMINT and other Interagency partners to conduct structured, all-source analysis of global supply chain networks associated with terrorism, counterdrug, narco-terrorism, counterintelligence, insurgency, or operations which threaten the security of DOD personnel and systems.
- 5.3 (U) Supply chain knowledge includes, but is not limited to, data, and work products provided by ICE, CBP, NCTC, FBI, DEA, and various federal, state, regional, and tribal enforcement and intelligence agencies.
- 5.4 (U) Contractor personnel shall analyze, synthesize, and interpret large amounts of textual and technical data (IIRs, FINTEL, filtered real-time data feeds, directed-searches results, and task-specific data sources).
- 5.5 (U) Contractor personnel shall perform pattern, trend, and link analysis based on analysis of message traffic, other data sources, and collaboration with other analysts.
- 5.6 (U) Contractor personnel shall employ advanced computer tools, applications, and techniques to understand relationships, interdependencies, and conceptual scenarios which yield draft and finished intelligence findings and task-specific products, such as targeting packages, pattern-of-life assessments, and intelligence gaps.
- 5.7 (U) Contractor personnel shall serve as a DXI representative on working groups with functional or multi-disciplinary emphasis that involves supply chain analysis.

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- 5.8 (U) Contractor personnel shall plan and develop internal analysis strategies and participate in meetings to provide advice and assistance to resolve challenging collection and analysis issues.
- 5.9 (U) Contractor personnel shall possess the following qualifications:
 - 5.9.1 (U) Assignments require knowledge of a full-range of concepts, principles, and practices in supply chain intelligence analysis and skills in applying this knowledge to difficult, multi-agency work assignments;
 - 5.9.2 (U) Based on the assignments, the analysts will assist in developing new or modified work methods, innovative approaches, and alternative uses of new or available data sources. Innovation and creativity, plus a “self-starter” attitude, are important.
- 5.10 (U) Contractor personnel shall possess the following skills:
 - 5.10.1 (U) Familiarity with Palantir, Analyst Notebook, Semantica, or similar network and data analysis methods;
 - 5.10.2 (U) Knowledge of foreign entities, political structure, economic systems, social structures, and information networks.
- 6. (U) SIGINT Metadata Analyst
 - 6.1 (U) Contractor personnel shall serve as a team member with other analysts and agencies representatives to assist in supporting the Defense HUMINT operations and project needs of other partner agencies, such as LE, State, Treasury, Commerce, and Transportation.
 - 6.2 (U) Contractor personnel shall work on projects addressing a broad range of global “supply chain” activities such as terrorism, counterdrug, narco-terrorism, counterintelligence, and operations which threaten the security of designated programs, organizations, and systems.
 - 6.3 (U) Contractor personnel shall focus on specific target threat countries or events, but may also include non-state actors and insurgent/terrorist individuals or groups.
 - 6.4 (U) Contractor personnel shall build upon proven data fusion methods as established and integrated with DIA Defense HUMINT and other Interagency partners to conduct structured, all-source analysis of global supply chain networks associated with terrorism, counterdrug, narco-terrorism, counterintelligence, insurgency, or operations which threaten the security of DOD personnel and systems
 - 6.5 (U) Contractor personnel shall plan and develop internal analysis strategies and participate in project/team meetings to provide innovative methods and assistance for SIGINT

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metadata fact collection, associated analysis, and presentation of the findings in support of other team members' analysis. Strategies and methods may focus on individuals, groups, events, locations, or special associations, based on the project needs.

- 6.6 (U) Contractor personnel shall analyze, synthesize, and interpret large amounts of textual and technical data (IIRs, FINTEL, filtered real-time data feeds, directed-searches results, and task-specific data sources).
- 6.7 (U) Contractor personnel shall perform pattern, trend, and link analysis based on analysis of message traffic, other data sources, and collaboration with other analysts.
- 6.8 (U) Contractor personnel shall employ advanced computer tools, applications, and techniques to understand relationships, interdependencies, and conceptual scenarios which yield draft and finished intelligence findings and task-specific products, such as targeting packages, pattern-of-life assessments, and intelligence gaps.
- 6.9 (U) Contractor personnel shall assemble SIGINT metadata facts, tags, and information from a variety of data sources and work products made available by various federal, state, regional, and tribal enforcement and intelligence agencies; these may include data contributed by, but not be limited to, ICE, CBP, NCTC, FBI, DEA, DIA, NSA, FBI Terrorism Financing Operations Section (TFOS), National Ground Intelligence Center (NGIC), and NGIC CITP, Open Source materials are also available.
- 6.10 (U) Contractor personnel shall locate, synthesize, and interpret large amounts of textual and technical data such as IIRs, SIGINT reporting, FINTEL, filtered real-time data feeds, directed-searches results, all-source materials, and task-specific, specialized data sources.
- 6.11 (U) Contractor personnel shall perform appropriate methods of data analysis to identify, organize SIGINT metadata, and construct IED intelligence assessments to meet specific project needs. Methods may include classification, pattern, trend, prediction, and link analysis based on analysis of all-sources data, message traffic, and other data sources in collaboration with other project analysts.
- 6.12 (U) Contractor personnel shall employ advanced computer tools, applications, and tradecraft to understand relationships, interdependencies, intelligence gaps, forecasts, and conceptual scenarios which yield draft and finished analysis findings.
- 6.13 (U) Contractor personnel shall produce products (documents, presentations) to include a coherent and usable assembly of SIGINT metadata findings and inferences which support and augment other analytic products tied to supply chain events, fraud detection, deception/denial, illegal activities, regulatory infractions, and similar project-specific IED needs.
- 6.14 (U) Contractor personnel shall offer suggestions for improvements in SIGINT metadata analysis, potential data sources, and project workflow/organization, as needed.

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6.15 (U) Contractor personnel shall possess the following qualifications:

6.15.1 (U) Assignments require knowledge of a full-range of concepts, principles, and practices in SIGINT intelligence analysis and skills in applying this knowledge to challenging, multi-agency work assignments;

6.15.2 (U) Based on the assignments, the analyst will assist in developing new or modified work methods, innovative approaches, and alternative uses of new or available data sources,

6.15.3 (U) Innovation and creativity, plus a "self-starter" attitude, are important,

6.16 (U) Contractor personnel shall possess the following skills:

6.16.1 (U) Familiarity with SNACKS, NSA Toolkit, Palantir, Analyst Notebook, or similar network analysis methods plus metadata analysis methods,

6.16.2 (U) Knowledge of foreign entities, political structure, economic systems, social structures, and information networks.

7. (U) Financial Analyst

7.1 (U) Contractor personnel shall serve as a team member with other analysts and agencies representatives to assist in supporting the Defense HUMINT operations and financial analysis project needs of other partner agencies, such as LE, State, Treasury, Commerce, and Transportation.

7.2 (U) Contractor personnel shall work on projects addressing a broad range of global "supply chain" activities such as terrorism, counterdrug, narco-terrorism, counterintelligence, and operations which threaten the security of designated programs, organizations, and systems. Analysis may focus on specific target threat countries or events, but may also include non-state actors and insurgent/terrorist individuals or groups.

7.3 (U) Contractor personnel shall build upon proven data fusion methods as established and integrated with DIA Defense HUMINT and other Interagency partners to conduct structured, all-source analysis of global supply chain networks associated with terrorism, counterdrug, narco-terrorism, counterintelligence, insurgency, or operations which threaten the security of DOD personnel and systems.

7.4 (U) Contractor personnel shall plan and develop internal analysis strategies and participate in project/team meetings to provide innovative methods and assistance in social network analysis and presentation of the findings in support of other team members' analysis. Strategies and methods may focus on individuals, groups, events, locations, or special associations, based on the project needs.

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- 7.5 (U) Contractor personnel shall assemble facts and information from a variety of data sources and work products made available by various federal, state, regional, and tribal enforcement and intelligence agencies; these may include data contributed by, but not be limited to, ICE, CBP, NCTC, FBI, DEA, DIA, NSA) FBI TFOS, Financial Crimes Enforcement Network (FinCEN), and Coast Guard Investigative Service (CGIS). Open Source materials are also available.
- 7.6 (U) Contractor personnel shall locate, synthesize, and interpret large amounts of textual, financial, and technical data such as transaction records, financial/accounting statements, money service business records, and general business data, plus Intelligence Information Reports (IIRs), Finished Intelligence (FINTEL), filtered real-time data feeds, directed-searches results, and task-specific, specialized data sources.
- 7.7 (U) Contractor personnel shall perform appropriate methods of financial data analysis to meet specific project needs. Methods may include classification, event-detection, pattern tracking, money laundering practices, trend studies, and link analysis based on analysis of transaction data, general business records, invoices, manifests, message traffic, and other data sources in collaboration with other project analysts.
- 7.8 (U) Contractor personnel shall employ advanced computer tools, applications, and tradecraft to understand relationships, interdependencies, and conceptual scenarios which yield draft and finished financial analyses. Products (documents, presentations, transaction charts) will include a coherent and usable assembly of facts, inferences, and findings which highlight the financial aspects of supply chain events, fraud detection, deception/denial, illegal activities, regulatory infractions, and similar project-specific needs.
- 7.9 (U) Contractor personnel shall offer suggestions for improvements in financial analysis, potential data sources, and project workflow/organization, as needed.
- 7.10 (U) Contractor personnel shall serve as a Defense HUMINT (DX) representative on working groups with functional and multi-disciplinary perspective that involve financial analysis.
- 7.11 (U) Contractor personnel shall possess the following qualifications:
 - 7.11.1 (U) Assignments require knowledge of a full-range of concepts, principles, and practices in financial analysis and skills in applying this knowledge to challenging, multi-agency work assignments;
 - 7.11.2 (U) Based on the assignments, the analyst will assist in developing new or modified work methods, innovative approaches, and alternatives uses of new or available data sources. Innovation and creativity, plus a "self-starter" attitude, are important.
- 7.12 (U) Contractor personnel shall possess the following skills:

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7.12.1 (U) Familiarity with Palantir, Analyst Notebook, or similar network and financial analysis methods is highly desirable;

7.12.2 (U) Knowledge of foreign entities, political structure, economic systems, social structures, and information networks is desirable.

8. (U) Pattern of Life (POL) Subject Matter Expert

8.1 (U) Contractor personnel shall serve as a team member with other analysts and agencies representatives to assist in supporting the Defense HUMINT operations.

8.2 (U) Contractor personnel shall work on projects addressing a broad range of global “supply chain” activities such as terrorism, counterdrug, narco-terrorism, counterintelligence, and operations which threaten the security of designated programs, organizations, and systems. Analysis may focus on specific target threat countries or events, but may also include non-state actors and insurgent/terrorist individuals or groups.

8.3 (U) Contractor personnel shall build upon proven data fusion methods as established and integrated with DIA Defense HUMINT and other Interagency partners to conduct structured, all-source analysis of global supply chain networks associated with terrorism, counterdrug, narco-terrorism, counterintelligence, insurgency, or operations which threaten the security of DOD personnel and systems.

8.4 (U) Contractor personnel shall plan and develop internal analysis strategies and participate in project/team meetings to provide innovative methods and assistance in social network analysis and presentation of the findings in support of other team members’ analysis. Strategies and methods may focus on individuals, groups, events, locations, or special associations, based on the project needs

8.5 (U) Contractor personnel shall assemble facts and information from a variety of data sources and work products made available by various federal, state, regional, and tribal enforcement and intelligence agencies; these may include data contributed by, but not be limited to, ICE, CBP, NCTC, FBI, DEA, DIA, NSA, FBI TFOS, FinCEN, and CGIS. Open Source materials are also available.

8.6 (U) Contractor personnel shall locate, synthesize, and interpret large amounts of textual, financial, and technical data such as transaction records, financial/accounting statements, money service business records, and general business data, plus IIRs, Finished Intelligence FINTEL, filtered real-time data feeds, directed-searches results, and task-specific, specialized data sources.

8.7 (U) Contractor personnel shall perform appropriate methods of financial data analysis to meet specific project needs. Methods may include classification, event-detection, pattern tracking, money laundering practices, trend studies, and link analysis based on analysis of

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transaction data, general business records, invoices, manifests, message traffic, and other data sources in collaboration with other project analysts.

- 8.8 (U) Contractor personnel shall employ advanced computer tools, applications, and tradecraft to understand relationships, interdependencies, and conceptual scenarios which yield draft and finished financial analyses. Products (documents, presentations, transaction charts) will include a coherent and usable assembly of facts, inferences, and findings which highlight the financial aspects of supply chain events, fraud detection, deception/denial, illegal activities, regulatory infractions, and similar project-specific needs.
- 8.9 (U) Contractor personnel shall offer suggestions for improvements in POL, potential data sources, and project workflow/organization, as needed.
- 8.10 (U) Contractor personnel shall possess the following qualifications:
 - 8.10.1 (U) Assignments require knowledge of a full-range of concepts, principles, and practices in POL and skills in applying this knowledge to challenging, multi-agency work assignments;
 - 8.10.2 (U) Based on the assignments, the analyst will assist in developing new or modified work methods, innovative approaches, and alternatives uses of new or available data sources. Innovation and creativity, plus a "self-starter" attitude, are important.
- 8.11 (U) Contractor personnel shall possess the following skills:
 - 8.11.1 (U) Experience characterizing HUMAN terrain using raster and vector GIS data layers;
 - 8.11.2 (U) Experience using ArcGIS or other tools to perform address geocoding;
 - 8.11.3 (U) Experience using spatial multi-criteria/multi-objective evaluation techniques in a ArcGIS to conduct area limitation analysis and/or mobility modeling;
 - 8.11.4 (U) Experience applying crime mapping, geographic profiling, animal tracking, or man-hunting methodologies, methods, and tools to predict where and when an individual is likely to be in a future time and place;
 - 8.11.5 (U) Experience developing and applying descriptive and inferential statistics to flows over time and space, including application of time series analysis, sequential data analysis, spatial statistics, or space-time statistics;
 - 8.11.6 (U) Experience developing and maintaining geo-databases bases on facility and event locations and times, and other behavioral, cultural, or social factors that influence an individual's spatial decision-making;
 - 8.11.7 (U) Experience developing new Pattern of Life support products and analytic techniques;

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- 8.11.8 (U) Experience training non-technical audiences in Pattern of Life methodologies, methods and tools;
- 8.11.9 (U) Flexibility in adapting analysis methods and different data sources to meet project needs, including willingness to learn and explore new methods/approaches;
- 8.11.10 (U) Ability to write scripts/applications in ArcGIS environment using Python or Visual Basic to automate commonly used tasks or loosely couple existing software;
- 8.11.11 (U) Familiarity with the Lund school of space-time geography or other contemporary theories of space-time geography or spatial decision-making;
- 8.11.12 (U) Experience using statistical or spatial statistical software to pattern of life analysis, including CrimeStat, Tableau, SPSS, Statistica, S-Plus, or SAS;
- 8.11.13 (U) Experience using Geotime, Starlight, Inspire, Centrifuge.

9. (U) Network Analyst

- 9.1 Contractor personnel shall serve as a team member with DoD and other Interagency analysts to provide targeting and analysis in support of coordinated Interagency operations against IED proliferation networks and related threat finance and facilitation activities.
- 9.2 (U) Contractor personnel shall build upon proven data fusion methods as established and integrated with DIA Defense HUMINT and other Interagency partners to conduct structured, all-source analysis of global supply chain networks associated with terrorism, counterdrug, narco-terrorism, counterintelligence, insurgency, or operations which threaten the security of DOD personnel and systems.
- 9.3 (U) Contractor personnel shall plan and develop internal analysis strategies and participate in project/team meetings to provide innovative methods and assistance in network analysis and presentation of the findings in support of other team members' analysis. Strategies and methods may focus on individuals, groups, events, locations, or special associations, based on the project needs.
- 9.4 (U) Contractor personnel shall assemble facts and information from a variety of data sources and work products made available by various federal, state, regional, and tribal enforcement and intelligence agencies; these may include data contributed by, but not be limited to, ICE, CBP, NCTC, FBI, DEA, DIA, NSA, FBI TFOS, FinCEN, and CGIS, and various federal, state, regional, and tribal enforcement and intelligence agencies.. Open Source materials are also available.
- 9.5 (U) Contractor personnel shall analyze, synthesize, and interpret large amounts of textual and technical data (IIRs, FINTEL, filtered real-time data feeds, directed-searches results,

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and task-specific data sources). Perform pattern, trend, and link analysis based on analysis of message traffic, other raw data sources, and collaboration with other analysts.

- 9.6 (U) Contractor personnel shall employ advanced computer tools, applications, and techniques to understand relationships, interdependencies, and conceptual scenarios which yield draft and finished intelligence findings and task-specific products, such as targeting packages, pattern-of-life assessments, and intelligence gaps.
- 9.7 (U) Contractor personnel shall conduct comprehensive research on IED proliferation networks and environments to include, complex terrain and human factors, either independently or as part of a larger analytical effort.
- 9.8 (U) Contractor personnel shall maintain data bases and compare and contrast information from different sources, utilizing current analytical tools. Modify and create necessary data files and manipulate data to develop responses to all source tasking.
- 9.9 (U) Contractor personnel shall coordinate with Collection Management and Science and Technology analysts to define collection information requirements. Prepare, produce and disseminate scheduled and unscheduled operational support products. Must be able to contribute to formal written assessments.
- 9.10 (U) Contractor personnel shall possess the following qualifications:
 - 9.10.1 (U) Assignments require knowledge of a full-range of concepts, principles, and practices in network intelligence analysis and skills in applying this knowledge to difficult, multi-agency work assignments;
 - 9.10.2 (U) Based on the assignments, the analyst will assist in developing new or modified work methods, innovative approaches, and alternative uses of new or available data sources. Innovation and creativity, plus a "self-starter" attitude, are important.
- 9.11 (U) Contractor personnel shall possess the following skills:
 - 9.11.1 (U) Familiarity with Palantir, Analyst Notebook, or similar network analysis methods is highly desirable;
 - 9.11.2 (U) Knowledge of foreign entities, political structure, economic systems, social structures, and information networks is desirable.

10. (U) Issue Manager

- 10.1 (U) Contractor personnel shall serve as a team member with DoD and other Interagency analysts to develop HUMINT collection priorities and strategies, evaluating collection effectiveness, and recommending realignment of collection when appropriate for assigned regional or functional area.
- 10.2 (U) Contractor personnel shall coordinate, validate and manage standing, ad hoc, and crisis-related HUMINT collection requirements.
- 10.3 (U) Contractor personnel shall recommend collection efforts against the requirements and regularly solicits customer assessments of collection against prioritized requirements
- 10.4 (U) Contractor personnel shall plan, organize, and conduct a variety of difficult INT collection strategies where subjects are difficult to collect and where existing INT collection assets are used in innovative ways.
- 10.5 (U) Contractor personnel shall perform the full range of collection management functions such as developing and affecting inter- and intra-agency coordination of collection requirements.
- 10.6 (U) Contractor personnel shall conduct studies of programs that are broad in scope with frequently undefined limits to evaluate the effectiveness of current collection requirements programs, feasibility of future programs, and development of planning efforts.
- 10.7 (U) Contractor personnel shall manage ad hoc collection management projects and act as a liaison with stakeholders in support of policy and/or project assignments.
- 10.8 (U) Contractor personnel shall translate abstract command requirements and information objectives into discipline specific collection requirements.
- 10.9 (U) Contractor personnel shall analyze, interpret, and oversee the quality control of INT collection data (e.g., statistics and coverage) to identify and assess trends.
- 10.10 (U) Contractor personnel shall recommend change for long-range collection planning.
- 10.11 (U) Contractor personnel shall develop innovative approaches to INT collection management. Provides lessons learned and recommended improvements to INT collection coverage.
- 10.12 (U) Contractor personnel shall evaluate collection assets and methods for satisfying collection needs.

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- 10.13 (U) Contractor personnel shall initiate interface with collection sites and sources to provide guidance and direction to collectors.
- 10.14 (U) Contractor personnel shall establish and maintain direct liaison, and coordinates with IC, tactical, and other organizations to ensure INT collection and production requirements are satisfactorily processed and satisfied.
- 10.15 (U) Contractor personnel shall integrate identified collection requirements into an overall plan for assigned program area. Assures that plan is coordinated with collection plans to achieve maximum benefits from cross targeting.
- 10.16 (U) Contractor personnel shall provide timely and sound advice and recommendations on assigned collection management area(s) through the chain of command.
- 10.17 (U) Contractor personnel shall serve as an issue management representative on working groups with functional or multi-disciplinary emphasis that involve collection requirement issues and at conferences and briefings involving program areas of responsibility.
- 10.18 (U) Contractor personnel shall serve as liaison and coordinates with other defense and intelligence components as required to fulfill collection needs. Contractor personnel shall conduct liaison with Agency managers and representatives of other government agencies and private industry to improve collection capabilities, processes and procedures.
- 10.19 (U) Contractor personnel shall follow records management instructions and guidelines to ensure procedures are followed for the proper maintenance, storage and destruction of all types of records and correspondence. Takes responsibility for filing/saving official records to the central filing system (hard and soft) and for reviewing documents for destruction or retirement.
- 10.20 (U) Contractor personnel shall possess the following qualifications:
 - 10.20.1 (U) Assignments require knowledge of a full range of concepts, principles, and practices in HUMINT collection and collection management and skill in applying this knowledge to difficult work assignments;
 - 10.20.2 (U) A thorough knowledge of and skill in applying analytical and evaluative techniques for developing new or modified work methods, approaches, or procedures; and to identify, evaluate, and recommend solutions to issues and/or problems.

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10.21 (U) Contractor personnel shall possess the following skills:

10.21.1 (U) Familiarity with Palantir, Analyst Notebook, or similar network analysis methods is highly desirable.

11. (U) CI/Collection Management Technician

11.1 (U) Contractor personnel shall be responsible for human intelligence (HUMINT) collection operations support management for geographic divisions, specific collection platforms, HUMINT campaigns and other Defense HUMINT elements as required.

11.2 (U) Contractor personnel shall manage the execution of all aspects of HUMINT collection requirements management, providing direct support to DX elements supporting military operations.

11.3 (U) Contractor personnel shall identify relevant collection requirements and provides analysis of collection performance to identify collection gaps; interacts with collection requirements managers, collection operations managers, and issue managers throughout the Defense HUMINT Enterprise (DHE).

11.4 (U) Contractor personnel shall evaluate collection effectiveness of DHE resources supporting the priority intelligence needs of the Combatant and Global Commands; task prioritized requirements and develops metrics to measure performance against assigned requirements.

11.5 (U) Contractor personnel shall learn the integration and management of intelligence collection reporting systems and develops functional requirements for systems.

11.6 (U) Contractor personnel shall consult with the Government on a weekly basis; as specified under Deliverables and Reporting.

11.7 (U) Contractor personnel shall conduct studies of programs that are broad in scope with frequently undefined limits to evaluate the effectiveness of current collection requirements programs, feasibility of future programs, and development of planning efforts.

11.8 (U) Contractor personnel shall use directives listed under documents, which establish the Standard Operating Procedures and guidelines of performance. All tasks assigned to contractor personnel will be performed according to the guidance and standards published in Government directives, guidelines, and manuals. These publications will be made available to the contractors at their on-site location.

11.9 (U) Contractor personnel shall analyze, interpret, and oversee the quality control of INT collection data (e.g., statistics and coverage) to identify and assess trends. Recommends change for long-range collection planning.

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- 11.10 (U) Contractor personnel shall assist in establishment, administration, and oversight of collection management programs; facilitate and document requirement coordination efforts with the Intelligence Community (IC); facilitate coordination of new target areas; establish and maintain continuity of requirement and feedback processes by DIA analysts; document historical requirement and collection efforts; track reporting and evaluate consumer use; maintain liaison with analysts and collection managers on production.
- 11.11 (U) Contractor personnel shall review and process IIR evaluations from the IC. Sub-task shall include receiving IIR evaluations; providing copies of IIR evaluations to appropriate Reports Officers/Regional Desk Officers/Issue Managers; providing copies of validated IIR evaluations to appropriate collectors and consumers; preparing and transmitting requests for IIR evaluations to consumers; and maintaining IIR evaluation metrics for supported activities.
- 11.12 (U) Contractor personnel shall process HUMINT Collection Requirements (HCR), Ad-Hoc HUMINT Requirements (AHR), and Time Sensitive Collection Requirements (TSCR) for collection units.
- 11.13 (U) Contractor personnel shall assist in the requirements coordination and tasking with DIA and other IC Reports Officers and Issue Managers; provide tasking data to DXI Collection Management; maintain metrics of tasking data against targets, issues, and/or collectors. Maintain Intelligence Information Reports (IIR) metrics for supported activities.
- 11.14 (U) Contractor personnel shall conduct administrative quality control on IIRs.
- 11.15 (U) Contractor personnel shall coordinate and participate in conferences, weekly meetings, and special projects.
- 11.16 (U) Contractor personnel shall prepare for publication Request for Requirements (RFR) and Notices of Intelligence Potential (NIPs).
- 11.17 (U) Contractor personnel shall coordinate tasking for HUMINT operations supporting/enabling other INTs; support course of action development and coordination for HUMINT support to other INTs; ensure process of tasking, reporting and evaluation is completed.
- 11.18 (U) Contractor personnel shall provide appropriate production material for asset validation processes.
- 11.19 (U) Contractor personnel shall maintain website for the supported unit/division/campaign.

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- 11.20 (U) Contractor personnel shall draft collection posture statements, collection capability assessments, memos and other collection guidance documents related to defined campaign priorities. Sub-task shall include maintaining a log of all collection guidance provided to collectors.
- 11.21 (U) Contractor personnel shall monitor cable and record message traffic to provide situational awareness to the issue managers. Sub-task shall include maintaining a source database.
- 11.22 (U) Contractor personnel shall review and evaluate interagency intelligence community collection requirements management systems to ensure that the campaign collection requirements management policies and procedures reflect the best practices and lessons learned by the intelligence community and advise the chain of command regarding same.
- 11.23 (U) Contractor personnel shall advise issue managers and analysts on collection requirements, systems, policies, and processes to facilitate collection.
- 11.24 (U) Contractor personnel shall support to DIA/DX Headquarters' HUMINT Divisions and operations. The primary task of the contractor is to provide the full spectrum of collection management support as required by the DX Collection Management Division.
- 11.25 (U) Contractor personnel shall receive and convert Spot Reports to IIRs. Sub-task shall include maintaining a log of Spot Report-to-IIR conversion.
- 11.26 (U) Contractor personnel shall possess the following qualifications:
 - 11.26.1 (U) Assignments require knowledge of a full-range of concepts, principles, and practices in collection management and skills in applying this knowledge to challenging, multi-agency work assignments;
 - 11.26.2 (U) Based on the assignments, the collection management technician will assist in developing new or modified work methods, innovative approaches, and alternatives uses of new or available data sources. Innovation and creativity, plus a "self-starter" attitude, are important.
- 11.27 (U) Contractor personnel shall possess the following skills:
 - 11.27.1 (U) Familiarity with InfoSphere Management, HUMINT Online tasking and Reporting/Defense Digital Interface and Microsoft Office tool Suite;
 - 11.27.2 (U) Knowledge of foreign entities, political structure, economic systems, social structures, and information networks is desirable.
- 12. (U) Program Manager – IDIQ Contract Level

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12.1 (U) Contractor personnel shall be the overall point of contact for the prime contractor.

12.2 (U) Contractor personnel shall not be an allowed direct cost to at the IDIQ contract level.

12.3 (U) Contractor personnel shall have cognizance over all matters under this contract.

13. (U) Project Manager – Task Order Level

13.1 (U) Contractor personnel shall manage, plan, direct, and coordinate a wide variety of projects ranging from analytic services to communication systems.

13.2 (U) Contractor personnel shall guide the project from concept development through to final deployment.

13.3 (U) Contractor personnel shall ensure that the project is completed done on time and within budget.

13.4 (U) Contractor personnel shall coordinate and integrate the work of the entire staff to include intelligence analysts, cost and program analysts, and technical specialists.

13.5 (U) Contractor personnel shall assume overall responsibility for the success of the project.

14. (U) Counterintelligence Analysts

14.1 (U) Operational Support Analysis: Contractor personnel shall provide timely detailed operational support analysis to counterintelligence operational elements to include, but not limited to, targeting; pattern of life analysis; COMINT nodal analysis; financial analysis; foreign intelligence capabilities, methods of operations, and intentions analysis. Contractor personnel shall provide direct, on-site, analytical support in furtherance of National Threat Information Priority Assessments and related strategic threat planning documents. Contractor personnel shall work in conjunction with Offensive Counterintelligence Case Officers; CI Support to Operations CI Officers; and Surveillance, Counter-surveillance and Surveillance Detection CI Officers to develop viable concept of operations to thwart threats posed to U.S. intelligence operations.

14.2 (U) Counterintelligence Analysis: Contractor personnel shall produce integrated, all-source intelligence in support of U.S. combating foreign intelligence and security services (FISS) and terrorism plans and operations, both offensive and defensive; provide strategic and tactical warning, exposing and exploiting FISS and terrorist vulnerabilities, supporting DoD combating terrorism operations, and preventing terrorists from acquiring increased capabilities; detecting, neutralizing and mitigating FISS activities; help manage and direct the Agency's combating terrorism and CI activities; provide CI and terrorism-related indication and warning and crisis intelligence support to the Joint Staff Director for Intelligence (J2) and the Combatant Commands; and responds via products and services to

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the intelligence needs of the Office of the Secretary of Defense, the Joint Staff, Combatant Commands and military services.

- 14.3 (U) CI Operational Planner: Contractor personnel shall have CI/intelligence-related experience with a planning emphasis. The candidate must possess CI analytic, operational, investigative, or related training. Familiarity and previous use of analytic tools and exposure to new analytic methodologies is required. Contractor personnel shall have experience developing, coordinating and implementing strategic CI plans and have worked in a senior staff environment. Contractor personnel shall have CI/intelligence-related experience with a liaison emphasis to perform his/her liaison duties. Contractor personnel shall have experience working in an interagency environment.
- 14.4 (U) Supply Chain Risk Management (SCRM) Analysis: Contractor personnel shall produce integrated, all-source intelligence SCRM products in support of DoD acquisitions that includes examining the risk of FIE manipulation, disruption, sabotage or subversion of Information and Communication Technology (ICT) supply chains and provide information to policy/decision makers to inform mitigation strategies. Contractor personnel shall also conduct coordination with intelligence community and interagency partners to ensure a comprehensive analysis and disseminate analysis that may shape or inform acquisition policy that impacts the U.S. Government.
- 14.5 (U) General functions of counterintelligence analysts:
- 14.5.1 (U) Contractor personnel shall provide comprehensive support to CI elements in support of their mission readiness requirements (MR). With a world-wide deployability requirement, these CI elements must ensure they are comprehensively knowledgeable on the state of the environment that may include but is not limited to: threat/enemy plans and intentions; terrorist methodologies; foreign intelligence and other adversarial environment-specific activities; environmental conditions (including geographic, political, economic, and cultural nuances). Contractor personnel shall work in conjunction with the CI element to provide sufficient support to mission readiness by offering knowledge and skills enhancement services in these functional areas. Additional tasks may include:
- 14.5.2 (U) Contractor personnel shall develop pre-operational scenarios and readiness exercises based on mission requirements.
- 14.5.3 (U) Contractor personnel shall create and evaluate performance measures, objectives, and standards for evaluation.
- 14.5.4 (U) Contractor personnel shall develop presentations, handouts, and other audio-visual media.
- 14.5.5 (U) Contractor personnel shall incorporate lessons learned from previous operations including up-to-date terrorist Tactics, Techniques, and Procedures (TTPs) to ensure operational personnel remain current in a volatile and uncertain environment.

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- 14.5.6 (U) Contractor personnel shall review and, if necessary, recommend improvements to the existing MR program.
- 14.5.7 (U) Contractor personnel shall evaluate MR activities to ascertain attendees' proficiencies and progress as operational personnel.
- 14.5.8 (U) Contractor personnel shall ensure personnel are aware of the TTPs of host nation networked audio/video surveillance for such things as: airport/hotel/commercial security, traffic cameras, anti-crime/terrorism and population controls.
- 14.5.9 (U) Contractor personnel shall support production of operational reports and finished intelligence products.
- 14.5.10 (U) Contractor personnel shall plan and conduct counterintelligence assessments by researching, reviewing, evaluating and organizing counterintelligence investigative analysis in the production and presentation of reports and assessments focusing on foreign intelligence services and entities, primarily occurring in or emanating from specific functional or regional area(s).
- 14.5.11 (U) Contractor personnel shall research, review, edit, plan, prepare, integrate and publish all-source counterintelligence studies, plans and/or products in order to contribute to or produce all-source counterintelligence products for the Agency, DoD, and national counterintelligence organizations.
- 14.5.12 (U) Contractor personnel shall conduct continuing analysis of the efficiency and effectiveness of counterintelligence programs and provide recommendations concerning counterintelligence investigative analysis priorities.
- 14.5.13 (U) Contractor personnel shall identify significant trends within assigned functional or regional area, and propose new or revised analytical projects to alert decision makers to new developments and to meet customer requirements. Contractor may be required to provide direct counterintelligence support to Special Access Program and investigations.
- 14.5.14 (U) Contractor personnel shall collaborate in developing and strengthening substantive ties with other government organizations and with other counterintelligence community analysts, investigators and collectors.
- 14.5.15 (U) Contractor personnel shall serve as an agency representative on working groups with functional or multi-disciplinary emphasis that involve counterintelligence investigative issues.
- 14.5.16 (U) Contractor personnel shall participate in the planning and development of strategies to provide advice and assistance to resolve problems.

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- 14.5.17 (U) Contractor personnel shall plan analysis and production requirements working closely with senior staff to identify and develop strategies for improvement in assigned counterintelligence functional or regional area(s).
- 14.5.18 (U) Contractor personnel shall screen, analyze and process correspondence and communications directed to the agency.
- 14.5.19 (U) Contractor personnel shall produce all-source products and briefings by gathering data and preparing briefing slides and charts; present briefings concerning foreign intelligence services and entities.
- 14.5.20 (U) Contractor personnel shall identify critical counterintelligence information for inclusion in appropriate counterintelligence community databases.
- 14.5.21 (U) Contractor personnel shall identify information gaps, and prepare proposed counterintelligence requirements to meet current and anticipated counterintelligence needs.
- 14.5.22 (U) Contractor personnel shall prepare finished staff studies, information-type papers, and other documents for approval by senior leadership.
- 14.5.23 (U) Contractor personnel shall prepare and present briefings regarding counterintelligence issues to a broad range of audiences, both internal and external to DIA.
- 14.5.24 (U) Contractor personnel shall prepare written counterintelligence reviews of planned and current law enforcement or counterintelligence investigations and support activities.
- 14.5.25 (U) Contractor personnel shall serve as a team member for special projects or studies of considerable scope and depth critical to the resolution of counterintelligence issues and problems.

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ACRONYM LIST

AHR[] AD Hoc HUMINT Requirement
 AOR[] Area of Responsibility
 APTF[] Afloat Pre-Position Force
 ASSA[] Analytical Support Status Accreditation
 CBP[] Customs and Border Patrol
 CELLEX[] Cell Phone Exploitation
 CGIS[] Coast guard Investigative service
 CI[] Counterintelligence
 CIDNE/HDLOS[] Combined Information Data Network Exchange/Human Domain Workstation
 CIO[] Chief Information Officer
 CITP[] Counter Insurgency Targeting Program
 CM[] Configuration Management
 COI[] Conflict of Interest
 COMINT[] Communications Intelligence
 COR[] Contracting Officer Representative
 CRM[] Collection Requirement Management
 CRMS[] Collection Requirement Management System
C4ISR See Service Capabilities in section 3
 DCID[] Defense Community Intelligence Directive
 D&D[] Denial and Deception
 DEA[] Drug Enforcement Agency
 DHE[] Defense HUMINT Enterprise
 DIA[] Defense Intelligence Agency
 DID [] Defense Intelligence Digest
 DID Note[] Defense Intelligence Digest Note
 DIR[] Defense Intelligence Report
 DIN[] Defense Intelligence Note
 DIG[] Defense Intelligence Graphic
 DIS[] Defense Intelligence Study
 DoD[] Department of Defense
 DTA[] Dynamic Threat Assessment
DXI Defense HUMINT see 1.27.11
 EO[] Executive Order
 FAR[] Federal Acquisition Regulation
 FBI[] Federal Bureau of Investigation
 FDO[] Foreign Disclosure Officer
 FIE[] Foreign Intelligence Entity
 FinCEN[] Financial Crime Enforcement Network
 FINTEL[] Finished Intelligence
 FISS[] Foreign Intelligence & Security Services
 FICs[] Foreign Intelligence Collectors
 FGI[] Foreign Government Information
 FYI[] For Your Information
 GIS[] Geospatial Information System

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HTE□□□ Hard Target Element
 HCR□□□ HUMINT Collection Requirements
 HTO□□□ Human targeting Office
 HUMINT□□ Human Intelligence
 ICD□□□ Intelligence Community Directive
 ICE□□□ Immigration and Customs Enforcement
 IED□□□ Improvised Explosive Devices
 IIRs□□□ Intelligence Information Reports
 IMINT□□□ Imagery Intelligence
 INSCOM□□ US Army Intelligence and Security Command
INT See 1.34.11
 IPR□□□ In-Process Review
 IT□□□ Information Technology
 JCS□□□ Joint Chiefs of Staff
 LE□□□ Law Enforcement
 MASINT□□ Measurement and Signature Intelligence
 MIA□□□ Missing In Action
 MLP□□□ Military Leadership Profile
 NCR□□□ National Capital Region
 NCTC□□□ National Counterterrorism Center
 NDA□□□ Non-Disclosure Agreement
 NGIC□□□ National Ground Intelligence Center
 NIPS□□□ Notices of Intelligence Potential
 NSA□□□ National Security Agency
 O&M□□□ Operations and Maintenance
 P&E□□□ Political and Economical
 OCCI□□□ Organizational and Consultant Conflict of Interest
 OCCIP□□□ Organizational and Consultant Conflict of Interest Plan
 OCONUS□□ Outside Continental United States
 POL□□□ Pattern of Life
 POW□□□ Prisoner of War
 QASP□□□ Quarterly Assurance Plan
 R&D□□□ Research and Development
 RDT&E□□ Research Development Testing and Evaluation
 RFI Request for Information
 RFR□□□ Request for Requirement
 ROE□□□ Rules of Engagement
 RUF□□□ Rules for Use of Force
 SAP□□□ Special Access Programs
 SCI□□□ Sensitive Compartmented Information
SE See 1.23.8
 SF□□□ Standard Form
 SIGINT□□ Signal Intelligence
 SOF□□□ Special Operations Forces
 SOP□□□ Standard Operating Procedures
 TESSA□□ Technical Expert Status Accreditation

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TFOS Terrorism Financing Operations Section
TS Top Secret
TSCR Time Sensitive Collection Requirement
UAV Unmanned Aerial Vehicles
US United States
USCIS US Citizenship and Immigration Service
VTC Video Teleconference
WMD Weapons of Mass Destruction

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SECTION D PACKAGING AND MARKING

D. 1 1052.246-90 PACKAGING AND MARKING(DEC 2008)

Unless otherwise specified, all items delivered under this contract shall be preserved, packaged, and marked in accordance with normal commercial practices to meet the requirements of the carrier and ensure safe delivery at destination.

(End of Clause)

D. 2 1052.204-94 METHOD OF TRANSMISSION(DEC 2008)

TOP SECRET material may be transmitted by:

- a. a specifically designated escort or courier cleared for access to TOP SECRET information (Military, U.S. Civilian employee, or a responsible employee designated by the contractor, except that the contractor's employee shall not carry classified material across international boundaries);
- b. Defense Courier Service using a contractor assigned DCS Account number. Under no circumstances shall TOP SECRET material be transmitted through the U.S. or company mail channels. (See Chapter 5 of the Industrial Security Manual for Safeguarding Classified Information DoD Manual 105220.22M).

(End of Clause)

D. 3 1052.204-93 PACKAGING AND MARKING OF CLASSIFIED ITEMS(AUG 2010)

Classified information to be transmitted outside of a facility shall be enclosed in opaque inner and outer covers. The inner cover shall be a sealed wrapper or envelope plainly marked with the assigned classification and addresses of both sender and addressee. The outer cover shall be sealed and addressed with no identification of the classification of its contents. A receipt shall be attached to or enclosed in the inner cover, except that CONFIDENTIAL information shall require a receipt only if the sender deems it necessary. The receipt shall identify the sender, the addressee and the document, but shall contain no classified information. It shall be signed by the recipient and returned to the sender.

A suspense system will be established to track transmitted documents until a signed copy of the receipt is returned.

When the material is of a size, weight, or nature that precludes the use of envelopes, the materials used for packaging shall be of such strength and durability to ensure the necessary protection while the material is in transit. (See Chapter 5 of the Industrial Security Manual for Safeguarding Classified Information DoD Manual 5220.22-M).

(End of Clause)

SECTION E INSPECTION AND ACCEPTANCE

E. 1 52.246-6 INSPECTION--TIME-AND-MATERIAL AND LABOR-FOUR (MAR 2001)

(Reference 52.246-6)

E. 2 252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2008)

(Reference 252.246-7000)

E. 3 52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)

(Reference 52.246-4)

E. 4 52.246-15 CERTIFICATE OF CONFORMANCE (APR 1984)

(Reference 52.246-15)

E. 5 52.246-5 INSPECTION OF SERVICES--COST-REIMBURSEMENT (APR 1984)

(Reference 52.246-5)

SECTION F DELIVERIES OR PERFORMANCE

F. 1 52.247-29 F.O.B. ORIGIN (FEB 2006)

(Reference 52.247-29)

F. 2 52.211-17 DELIVERY OF EXCESS QUANTITIES (SEP 1989)

(Reference 52.211-17)

F. 3 52.242-15 STOP-WORK ORDER (AUG 1989)

(Reference 52.242-15)

F. 4 52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)

(Reference 52.242-17)

F. 5 1052.216-100 TIME & MATERIAL SUPPLIES/SERVICES AND PRICES (DEC 2008)

Labor Categories	Estimated Hours	Bid Rate
[Insert listing of labor categories]	[Insert est. hrs required]	\$ _____
Material	(Not-To-Exceed)	\$ _____
ODC	(Not-To-Exceed)	\$ _____
Ceiling Price: \$ _____		

(End of Clause)

F. 6 1052.211-93 DELIVERY INSTRUCTION: F.O.B. DESTINATION CONSIGNMENT (DEC 2008)

Delivery shall be made and all transportation charges paid to destination(s) in accordance with the contract clause entitled "F.O.B. Destination" (NON-MILSTRIP). Consignment instructions are as follows:

SHIPPING CODE: _____
SHIP TO: _____
ADDRESS: _____
CITY/STATE/ZIP: _____
MARK FOR: _____
ATTN: _____
CONTRACT NUMBER: _____
DELIVERY ORDER NUMBER: _____

(End of Clause)

F. 7 1052.211-95 ADVANCE NOTICE OF DELIVERY (DEC 2008)

The contractor shall notify the individual listed below of the date shipment is to be made from the contractor's facilities, and the anticipated date of arrival at the installation site. This information shall be provided by telephone prior to arrival of the shipment at Government facilities.

NAME: _____

TELEPHONE NUMBER: _____

(End of Clause)

F. 8 1052.211-91 PERIOD OF PERFORMANCE(DEC 2008)

The period of performance of this contract is from Base Period: 7 Feb 2012

Option Year I: 7 Feb 2014

Option Year II: 7 Feb 2015

Option Year III: 7 Feb 2016 to Base Period: 6 Feb 2014

Option Year I: 6 Feb 2015

Option Year II: 6 Feb 2016

Option Year III: 6 Feb 2017. (End of Clause)

F. 9 1052.211-94 PLACE OF PERFORMANCE(DEC 2008)

The work under this contract shall be performed at: TBD at the Task Order Level. (End of Clause)

SECTION G
CONTRACT ADMINISTRATION DATA

G. 1 1052.242-93 CONTRACTOR CONTRACT ADMINISTRATOR(S) (DEC 2008)

Designate below the person(s) whom the government may contact for prompt action on matters pertaining to administration of the contract. NAME: Jennifer Sylvestre or Allison Richards TITLE: Contracting Officer and Contract Specialist TELEPHONE NUMBER: 202-231-1246 or 202-231-5219 (End of Clause)

G. 2 1052.232-93 SEGREGATION OF COST (DEC 2008)

The clauses under Section I, entitled, "ALLOWABLE COST, AND PAYMENT" and "FIXED FEE" are in full force and effect individually to _____ of the program as set forth under Section B. The contractor will be required to keep all expenses arising under _____ completely segregated. In such event, the Government will not be obligated to reimburse the contractor for costs and fixed fee incurred in excess of the amount shown under each _____. In the event the Government does not elect to authorize the contractor to proceed to the next _____ this contract shall be terminated for the convenience of the Government, pursuant to the contract clause, entitled "TERMINATION COST-REIMBURSEMENT".

(End of Clause)

G. 3 Disclaimer Statement

DISCLAIMER STATEMENT

All technical reports will contain the following disclaimer statements on the cover of such reports:

"The views, opinions, and findings contained in this report are those of the author(s) and should not be construed as an official Department of Defense position, policy, or decision, unless so designated by other official documentation."

G. 4 1052.242 92 PURCHASING OFFICER REPRESENTATIVES (DEC 2008)

Contracting Officer: _____

Office Symbol: _____

Telephone (1) Commercial: _____

(2) DSN: _____

Contract Specialist: _____

Office Symbol: _____

Telephone (1) Commercial: _____

(2) DSN: _____

Technical Point of Contact: _____

Office Symbol: _____

Telephone (1) Commercial: _____

(2) DSN: _____

(End of Clause)

G. 5 1052.232-93 INVOICE PROCEDURES: ELECTRONIC INVOICING REQUIREMENT(FEB 2009)

a. Invoices shall be submitted through the Electronic Invoicing internet website using the procedures described at http://www.nsa.gov/business/programs/electronic_invoicing.shtml, unless otherwise authorized. Access to the Electronic Invoicing website requires an External Certificate Authority/ Interim External Certificate Authority (ECA/IECA) PKI certificate. Information on purchasing an ECA/IECA certificate is available on the internet at: <http://iase.disa.mil/pki/eca/>. Contact the Electronic Commerce office at (410) 854-5445 if you need additional information. After obtaining the ECA/IECA certificate, contact the Electronic Commerce office to obtain an account if one does not currently exist. OPTIONAL: The Government requests that concurrent "hard copies" of invoices be submitted in addition to the required electronic invoices. Send one (1) each "hard copy" invoice concurrently with your electronic invoice, but to the following addressees: COR's and/or CO's Office TBD per Task Order (Insert COR or CO's name, telephone number, internal mailing address, email address) DCAA and/or DCMA Office TBD per Task Order (Insert the cognizant audit or contract management branch and applicable address) b. At a minimum, all invoices-whether electronic invoice or hard copy-- must contain the following: 1. Name and address of the contractor. 2. Invoice date and invoice number. 3. Contract, Purchase Order or other authorization for supplies delivered or services performed (if award is a delivery or job order, ensure entire contract number - basic award and order number - is included) 4. Description, quantities and prices must be described exactly as shown on the contract, including Line Item and Accounting Classification Reference Number (ACRN) if delineated in the contract. 5. Name of the contractor's official and address to whom payment is to be sent (if other than Electronic Funds Transfer is authorized.) 6. Shipping/payment terms (date of shipment, address, discount for prompt payment) 7. Name, title, phone number and mailing address of person to be notified in the event of a defective invoice. 8. Taxpayer Identification Number (TIN), Electronic Funds Transfer (EFT) banking information, and DUNS number. 9. COR name. 10. Any other information or documentation required by the contract. c. The contractor is authorized to invoice monthly (insert, as appropriate: "monthly," "bi-weekly", etc.) d. The Contracting Officer's Representative (COR) is required to review and approve invoices as part of the payment process. When invoicing electronically, the identified COR will automatically receive notification of a pending invoice. If a concurrent hardcopy invoicing has been authorized, prominently mark all transmittals or envelopes that contain invoice copies "DUPLICATE INVOICE ENCLOSED" for CORs in order to ensure timely payment. e. Note: Payment approvals under cost reimbursement type contracts, including and time and materials/labor hour contracts, are considered provisional invoice approvals until DCAA or other cognizant government audit authority has determined that the costs and fees under the contract are valid and allowable. f. Questions regarding payment shall be directed to the Finance and Accounting Office at (410) 854-7657. (End of Clause)

G. 6 1052.242-91 CONTRACTING OFFICER'S REPRESENTATIVE(DEC 2008)

CONTRACTING OFFICER'S REPRESENTATIVE (DEC 2008) a. The following person is designated as the Contracting Officer's Representative (COR): TBD at Task Order Level TBD at Task Order Level b. For guidance from the COR to the contractor to be valid, it must: (1) be consistent with the Statement of Work in this contract; (2) not constitute new assignment of work or change the expressed terms, conditions, or specifications incorporated in this contract; (3) not constitute a basis for an extension to the period of performance or contract delivery schedule; (4) not constitute a basis for an increase in any CLIN quantities or in the total contract value. (End of Clause)

G. 7 1052.242-93 LIMITATION OF AUTHORITY(DEC 2008)

a. No person in the Government, other than a contracting officer, has the authority to provide direction to the contractor that alters the contractor's obligations or changes this contract in any

way. If any person representing the Government, other than the contracting officer, attempts to alter contract obligations, change the contract specifications/statement of work or tells the contractor to perform some effort, that the contractor believes to be outside the scope of this contract, the contractor shall immediately notify the contracting officer. Contractor personnel shall not comply with any order or direction that they believe to be outside the scope of this contract, unless the order or direction is issued by a contracting officer.

b. Only the contracting officer, or his duly authorized successor, is authorized to take action on behalf of the U.S. Government, which results in changes in the terms of the contract, including deviations from specifications, details, delivery schedules and costs. Any changes in the unit price, total contract prices, quantity, quality, or delivery schedule must be approved by the contracting officer. The contractor should never proceed with any proposed work changes without written authority or direct instructions from the contracting officer; otherwise you risk not being reimbursed. The authority to change the contract provisions rests solely with the contracting officer.

(End of Clause)

G. 8 252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition." "Contracting officer's representative" means an individual designated in accordance with subsection 231.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

G. 9 Disclosure of Information

DISCLOSURE OF INFORMATION (DFARS 204.404-70)

a. Pursuant to the contract clause entitled "Disclosure of Information," the Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless –

- (1) The Contracting Officer has given prior written approval; or
- (2) The information is otherwise in the public domain before the date of release

b. Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for release. The Contractor shall submit its request to the Contracting Officer at least 45 days before the proposed date for release.

c. The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

SECTION H SPECIAL CONTRACT REQUIREMENTS

H. 1 952.225-0011 GOVERNMENT FURNISHED CONTRACTOR SUPPORT (JUL 2010)

The following is a summary of the type of support the Government will provide the contractor, on an "as-available" basis. In the event of any discrepancy between this summary and the description of services in the Statement of Work, this clause will take precedence.

U.S. Citizens Accompanying the Force

<input type="checkbox"/> APC/FPC/MPC/Postal Services	<input type="checkbox"/> DFACs	<input type="checkbox"/> Mil Issue Equip
<input type="checkbox"/> Authorized Weapon	<input type="checkbox"/> Excess Baggage	<input type="checkbox"/> MILAIR
<input type="checkbox"/> Billeting	<input type="checkbox"/> Fuel Authorized	<input type="checkbox"/> MWR
<input type="checkbox"/> CAAF	<input type="checkbox"/> Govt Furnished Meals	<input type="checkbox"/> Resuscitative Care
<input type="checkbox"/> Controlled Access Card	<input type="checkbox"/> Military Banking	<input type="checkbox"/> Transportation
<input type="checkbox"/> (CAC)/ID Card		
<input type="checkbox"/> Commissary	<input type="checkbox"/> Military Clothing	<input type="checkbox"/> All
<input type="checkbox"/> Dependents Authorized	<input type="checkbox"/> Military Exchange	<input type="checkbox"/> None

Third-Country National (TCN) Employees

<input type="checkbox"/> APC/FPC/MPC/Postal Services	<input type="checkbox"/> DFACs	<input type="checkbox"/> Mil Issue Equip
<input type="checkbox"/> Authorized Weapon	<input type="checkbox"/> Excess Baggage	<input type="checkbox"/> MILAIR
<input type="checkbox"/> Billeting	<input type="checkbox"/> Fuel Authorized	<input type="checkbox"/> MWR
<input type="checkbox"/> CAAF	<input type="checkbox"/> Govt Furnished Meals	<input type="checkbox"/> Resuscitative Care
<input type="checkbox"/> Controlled Access Card	<input type="checkbox"/> Military Banking	<input type="checkbox"/> Transportation
<input type="checkbox"/> (CAC)/ID Card		
<input type="checkbox"/> Commissary	<input type="checkbox"/> Military Clothing	<input type="checkbox"/> All
<input type="checkbox"/> Dependents Authorized	<input type="checkbox"/> Military Exchange	<input type="checkbox"/> None

Local National (LN) Employees

<input type="checkbox"/> APC/FPC/MPC/Postal Services	<input type="checkbox"/> DFACs	<input type="checkbox"/> Mil Issue Equip
<input type="checkbox"/> Authorized Weapon	<input type="checkbox"/> Excess Baggage	<input type="checkbox"/> MILAIR
<input type="checkbox"/> Billeting	<input type="checkbox"/> Fuel Authorized	<input type="checkbox"/> MWR
<input type="checkbox"/> CAAF	<input type="checkbox"/> Govt Furnished Meals	<input type="checkbox"/> Resuscitative Care
<input type="checkbox"/> Controlled Access Card	<input type="checkbox"/> Military Banking	<input type="checkbox"/> Transportation
<input type="checkbox"/> (CAC)/ID Card		
<input type="checkbox"/> Commissary	<input type="checkbox"/> Military Clothing	<input type="checkbox"/> All
<input type="checkbox"/> Dependents Authorized	<input type="checkbox"/> Military Exchange	<input type="checkbox"/> None

H. 2 1052.239-92 ACCESS TO COMSEC INFORMATION(DEC 2008)

To have access to classified U.S. Government COMSEC information throughout the term of any resultant contract, the contractor shall, in the event it becomes foreign owned, controlled, or influenced (FOCI), negate its FOCI in accordance with FOCI policy. Majority foreign ownership or single largest shareholder foreign ownership shall be required to be negated through a voting trust or proxy agreement.

(End of Clause)

H. 3 1052.239-91 FOREIGN OWNERSHIP, CONTROL, OR INFLUENCE (FOCI) (DEC 2008)

To be determined eligible for any award resulting from this solicitation, the offeror shall have properly negated any disqualifying Foreign Ownership, Control, or Influence (FOCI) in accordance with Virginia Contracting Activity (VACA) policy. Majority foreign ownership or single largest shareholder foreign ownership shall be required to be negated through a voting trust or proxy agreement. Since certain aspects of the VACA FOCI policy are more restrictive than the Defense Investigative Service (DIS) policy, compliance with the latter will not necessarily suffice for purposes of determining eligibility for award.

Accordingly, all offerors responding to this solicitation or initiating performance of a contract are required to submit a Standard Form (SF) 328, Certificate Pertaining to Foreign Interests (or update a previously submitted SF 328) with their proposal or prior to contract performance, as appropriate.

All SF 328s shall be executed at the parent level of an organization. However, the Government reserves the right to request a separate SF 328 at the level of the company negotiating a contract with the Government, when desired. Offerors are also required to request, collect, and forward to the Government the SF 328 from all subcontractors undertaking classified work under the offeror's direction and control. However subcontractors may submit their forms directly to the contracting officer. SF 328 entries should specify, where necessary, the identity, nature, degree, and impact of any FOCI on their organization or activities, or the organization or activities of a subcontractor.

The contractor shall, in any case in which it believes that foreign influence exists or is being sought over its affairs, or the affairs of any subcontractor, promptly notify the contracting officer of all the pertinent facts even if such influence is not exerted to the degree specified in DIS policy.

The contractor shall provide an updated SF 328 no later than five years from the date as certified on the last submitted SF 328. The contractor shall also promptly disclose to the contracting officer any information pertaining to any interest of a FOCI nature in the contractor or subcontractor that has developed at any time during the contract's duration or has subsequently come to the contractor's attention. An updated SF 328 is required of the contractor or any subcontractor whenever there is a change in response to any of the 10 questions on the SF 328.

The contractor is responsible for initiating the submission of the SF 328 for all subcontractors undertaking classified work during the entire period of performance of the contract.

(End of Clause)

H. 4 1052.204-96 ACTIVITIES THAT AFFECT U.S. PERSONS (MAY 2011)

ACTIVITIES THAT AFFECT U.S. PERSONS (MAY 2011)

This contract is sponsored by the Defense Intelligence Agency. All work and services to be performed hereunder shall be in strict compliance with procedures contained in DoDD 5240.01, DoD Intelligence Activities.

(End of Clause)

H. 5 1052.204-95 SECURITY REQUIREMENTS (DEC 2008)

a. The contractor shall maintain and administer a security program in accordance with Industrial Security Manual DoD 105220.22M and DIA Manual 50-14. Copies of these documents are available for review by contacting the contracting officer. b. Loss or suspension of required security clearance as set forth on the DD Form 254, "Contract Security Classification Specifications," would result in contractor's inability to perform in accordance with the terms and conditions of this contract.

As a result of this failure to perform, the contractor is subject to default under the appropriate termination clause herein. c. The Government reserves the right to direct any contractor employee to be removed from performance, direct or indirect, whenever there is probable cause to believe, on the basis of all facts available, that such action is warranted in the interest of national security, whether or not the cause is deemed of sufficient severity to warrant action to terminate the contractor's or individual's security clearance. The Government also reserves the right to direct any contractor employee to be removed from performance, direct or indirect, for the period of time necessary to conduct any investigation of alleged misconduct which may in the opinion of the contracting officer jeopardize the security of the project. d. Military security requirements in the performance of this contract shall be maintained in accordance with the DD Form 254 listed in Section J. The highest classification involved in the performance of this contract is Top Secret .

This contract document is unclassified. e. The contractor will not use any electrical information processing equipment in his possession for the purpose of processing or transmitting classified information under this contract without the written permission of the contracting officer. (End of Clause)

H. 6 952.225-0013 CONTRACTOR HEALTH AND SAFETY (NOV 2010)

(a) Contractors shall comply with all National Electrical Code (NEC 2008), Specifications as outlined, and MIL Standards and Regulations. All infrastructure to include, but not limited to, living

quarters, showers, and restrooms shall be installed and maintained in compliance with these standards and must be properly supported and staffed to ensure perpetual Code compliance, prevent hazards and to quickly correct any hazards to maximize safety of those who use or work at the infrastructure (NEC Table 352.20). Specifically, the use of magnetic ballasts in lighting for new construction or replacement of existing magnetic ballasts during refurbishment, alterations or upgrades with new magnetic ballasts is prohibited. The government has the authority to enter and inspect contractor employee living quarters at any time to ensure the prime contractor is complying with safety compliance standards outlined in the 2008 National Electric Code (NEC).

(b) The contractor shall correct all deficiencies within a reasonable amount of time of contractor becoming aware of the deficiency either by notice from the government or a third party, or discovery by the contractor. Further guidance on mandatory compliance with NFPA 70: NEC 2008 can be found on the following link <http://www.nfpa.org>.

(End of Clause)

H. 7 952.225-0016 CONTRACTOR DEMOBILIZATION (NOV 2010)

(a) Full demobilization of contractors and subcontractor(s) in Iraq is critical to Responsible Drawdown. The prime contractor is required to submit a demobilization plan to the Contracting Officer a minimum of 30 days prior to the end of the contract performance period or when requested by the Contracting Officer. The demobilization plan shall address, as a minimum, the following procedures detailed below. The procedures outline specific guidance to ensure a timely and responsible exit from Iraq. Prime contractors are responsible and accountable to ensure their subcontractor(s) at all tiers comply with responsible and timely exit from Iraq immediately following contract performance completion or termination.

(2) Exit from Iraq: The prime contractor shall follow the exit guidance issued by the United States (U.S.) Embassy Baghdad, including U.S. Embassy Mission Policy 27, and shall ensure subcontractor(s) at all tiers also follow the exit procedures. The prime contractor is responsible to remain cognizant of Iraqi laws regarding exit from Iraq. Currently, all foreigners traveling out of Iraqi airports via commercial air transportation must have exit visas. Department of Defense, U.S. Forces-Iraq, Letters of Authorization (LOAs), and/or Embassy Badges are no longer the accepted means of exiting Iraq. All U.S. citizens and foreign national contractors must obtain an Iraqi exit sticker before departing the country. The exit sticker may be obtained from selected police stations or Ministry of Interior (MOI) offices. It is the prime contractor's responsibility to ensure that the most recent exit procedures are followed and to ensure that subcontractor(s) at all tiers are in compliance with exit procedures. Assistance for this procedure may be obtained by e-mailing baghdadregmgt@state.gov or phone 240-553-0581, ext 2782 or ext 2092.

(3) Letter of Authorization (LOA): The prime contractor is responsible for demobilizing its workforce, including subcontractor employees at all tiers, and all contractor owned and subcontractor owned equipment out of Iraq as part of the prime contractor's exit strategy. This exit strategy must include reasonable timeframes starting with the end of the contract performance period and not exceeding 30 days. The Contracting Officer has the authority to extend selected LOAs up to, but not exceeding 30 calendar days after the contract completion date to allow the prime contractor to complete demobilization of its workforce and contractor owned equipment, as well as subcontractor(s) workforce and owned equipment, out of Iraq. The prime contractor shall notify the Contracting Officer a minimum of 30 days prior to the end of the contract period to request up to a 30-day extension of selected LOAs beyond the contract completion date to complete demobilization. The request shall include at a minimum:

- (i) the name of each individual requiring a new LOA;
- (ii) the number of days for the LOA (no more than 30 calendar days); and
- (iii) justification for the request (e.g., what function the individual(s) will be performing during the demobilization period).

(4) Badging: The prime contractor is responsible to ensure all employee badges, including subcontractor employees at all tiers, are returned to the local Access Control Badging Office for deactivation and destruction. The prime contractor shall submit a Badge Termination Report to ensure each record is flagged and the badge is revoked. If a prime and/or subcontractor employee's badge is not returned, the prime contractor shall submit a Lost, Stolen or Unrecovered Badge Report to the appropriate Access Control Badging Office. Contractor employees in possession of a Common Access Card (CAC) shall be responsible for turning in the CAC upon re-deployment through a CONUS Replacement Center in the U.S. Failure to return employee badges in a timely manner may result in delay of final payment.

The Contracting Officer may request additional information for an LOA extension. Any LOA extension granted beyond the contract completion date shall not exceed 30 days and the contractor is not entitled to additional compensation for this period. If approved by the contracting officer, this is a no cost extension of an employee's LOA due to demobilization and in no way is an extension of the contract performance period.

(5) Contractor Controlled Facility Space: If the prime contractor has entered into a Memorandum of Understanding with the Installation Mayor or Garrison for site space, buildings, facilities, and/or Containerized Housing Units (CHU) to house prime and/or subcontractor employees (at all tiers), the prime contractor is responsible to notify the Installation Mayor or Garrison Commander of intent to vacate at least 90 calendar days prior to the end of the contract performance period. All United States Government (USG) provided property in the prime contractor's possession must be returned to the USG in satisfactory condition. The prime contractor is responsible and liable for any and all damages to USG property caused by prime and/or subcontractor employees, and shall be further liable for all cleanup, clearing, and/or environmental remediation expenses incurred by the USG in returning prime contractor and/or subcontractor facilities including surrounding site to a satisfactory condition, including expenses incurred in physically moving property, trash, and refuse from such premises, removing/ remediating hazardous wastes on the premises, and repairing structures, buildings, and facilities used by the prime contractor and/or subcontractor. The prime contractor shall provide notification to the Installation Mayor or Garrison Commander to perform an inspection of all facilities as soon as practicable, but no more than 30 days, after the end of the contract period. If damages are discovered, the prime contractor shall make the necessary repairs. The prime contractor shall notify the Installation Mayor or Garrison Commander for re-inspection of the facilities upon completion of the repairs. If the Installation Mayor or Garrison Commander inspects the property, site space, buildings, facilities, and/or CHUs and finds they have not been properly cleaned, cleared, and/or environmentally remediated, or if the prime contractor fails to repair any damages within 30 calendar days after the end of the contract performance period, the final contract payment shall be reduced by the amount of the specified damages/repairs or the expenses incurred by the USG to properly clean, clear, and/or environmentally remediate the premises.

(6) Government Furnished Equipment/Materials: The prime contractor is responsible to return all USG furnished equipment, as defined in Federal Acquisition Regulation (FAR) Part 45, clauses 52.245-1, 52.245-2, and 52.245-5, if included in the contract. Prime contractors who are not in compliance with the FAR, Defense Federal Acquisition Regulation Supplement, Department of Defense Directives and Instructions, United States Forces-Iraq FRAGO's, policies, or procedures will be responsible and liable for damages to the government property. The prime contractor may apply for a relief of responsibility from the Contracting Officer anytime during the contract performance period. A joint inventory shall be conducted of the equipment by the prime contractor, USG representative, and the Contracting Officer or their representative, within 10 calendar days after the end of the contract performance period. The prime contractor shall report lost, damaged or destroyed property immediately to the Contracting Officer, but no later than the joint inventory at the end of the contract period. If the prime contractor fails to report lost, damaged or destroyed equipment or materials during the contract performance period, the prime contractor shall be responsible for the replacement and/or repair of the equipment or materials. The replaced equipment shall be new, of the same quality, and shall perform at the same functional level as the missing piece of equipment. If the prime contractor fails to repair and/or replace damaged or missing equipment, the final payment shall be reduced by the appropriate amount of the specified damages or cost to replace missing equipment with new.

(7) Synchronized Predeployment Operational Tracker (SPOT): The prime contractor is responsible to close out the deployment of personnel, including subcontractor employees at all tiers, at the end of the contract completion period and to release the personnel from the prime contractor's company in the SPOT database. The release of employee information must be accomplished no more than 30 calendar days after the end of the contract completion date.

(8) Accountability of Prime and Subcontractor Personnel: Whether specifically written into the contract or not, it is the expectation of the USG that for any persons brought into Iraq for the sole purposes of performing work on USG contracts, contract employers will return employees to their point of origin/home country once the contract is completed or their employment is terminated for any reason. If the prime contractor fails to re-deploy an employee, or subcontractor employee at any tier, the USG shall notify the U.S. Embassy Baghdad, to take appropriate action. Failure by the prime contractor to re-deploy its personnel, including subcontractor personnel at any tier, at the end of the contract completion date, could result in the contractor being placed on the Excluded Parties List System (EPLS) and not be allowed to propose on future U.S. contracts anywhere in the world.

(b) CENTCOM Contracting Command (C3) and external agencies will utilize all available contracting remedies to guarantee compliance with demobilization requirements. Such actions include, but are

not limited to withholding payment, issuing a cure notice, issuing a negative Contractor Performance Assessment Reporting System (CPARS) evaluation, reduction of award fee, debarment, reimbursement of U.S. Government expenses, and/or any other legal remedy available to a contracting officer. The USG reserves the right to withhold payment from the prime contractor not in compliance with the above procedures included herein. Additionally, the Contracting Officer shall document all unresolved contractor compliance issues in CPARS, which shall have an adverse past performance affect on future contracts with the USG, anywhere in the world.

(End of Clause)

H. 8 1052.204-90 CONTRACTOR PERSONNEL CLEARANCES - CONTRACT (DEC 2008)

a. It shall be the responsibility of the contractor to optimize the use of currently cleared personnel in completing the requirements of this contract. In the event that the contractor requires additional personnel clearances, any delays incurred in the contract progress and/or schedule as a result of the time required to clear such personnel shall be the contractor's responsibility. Under no circumstances shall the Government recognize a claim for an equitable adjustment in the contract price and/or schedule as a result of any delay due to the failure to have properly cleared personnel.

b. It is understood that the contractor will provide personnel as suitable replacements on a best efforts basis.

(End of Clause)

H. 9 952.222-0001 TRAFFICKING, INHUMANE LIVING CONDITIONS, AND WITHHOLDING OF EMPLOYEE PASSPORTS(JUL 2010)

(b) All contractors (�contractors� refers to both prime contractors and all subcontractors at all tiers) are reminded of the prohibition contained in Title 18, United States Code, Section 1592, against knowingly destroying, concealing, removing, confiscating, or possessing any actual or purported passport or other immigration document, or any other actual or purported government identification document, of another person, to prevent or restrict or to attempt to prevent or restrict, without lawful authority, the person�s liberty to move or travel, in order to maintain the labor or services of that person, when the person is or has been a victim of a severe form of trafficking in persons.

(c) Contractors are also required to comply with the following provisions:

(1) Contractors shall only hold employee passports and other identification documents discussed above for the shortest period of time reasonable for administrative processing purposes.

(2) Contractors shall provide all employees with a signed copy of their employment contract, in English as well as the employee�s native language that defines the terms of their employment/compensation.

(3) Contractors shall not utilize unlicensed recruiting firms, or firms that charge illegal recruiting fees.

(4) Contractors shall be required to provide adequate living conditions (sanitation, health, safety, living space) for their employees. Fifty square feet is the minimum acceptable square footage of personal living space per employee. Upon contractor�s written request, contracting officers may grant a waiver in writing in cases where the existing square footage is within 20% of the minimum, and the overall conditions are determined by the contracting officer to be acceptable. A copy of the waiver approval shall be maintained at the respective life support area.

(5) Contractors shall incorporate checks of life support areas to ensure compliance with the requirements of this Trafficking in Persons Prohibition into their Quality Control program, which will be reviewed within the Government�s Quality Assurance process.

(6) Contractors shall comply with international laws regarding transit/exit/entry procedures, and the requirements for work visas. Contractors shall follow all Host Country entry and exit requirements, including requirements for visas and work permits.

(d) Contractors have an affirmative duty to advise the Contracting Officer if they learn of their employees violating the human trafficking and inhumane living conditions provisions contained herein. Contractors are advised that contracting officers and/or their representatives will conduct

random checks to ensure contractors and subcontractors at all tiers are adhering to the law on human trafficking, humane living conditions and withholding of passports.

(e) The contractor agrees to incorporate the substance of this clause, including this paragraph, in all subcontracts under his contract.

(End of Clause)

H. 10 952.223-0001 REPORTING KIDNAPPINGS, SERIOUS INJURIES AND DEATHS(JUL 2010)

Contractors shall notify the Contracting Officer, as soon as practicable, whenever employee kidnappings, serious injuries or deaths occur. Report the following information:

Contract Number
Contract Description & Location
Company Name

Reporting party:

Name
Phone number
e-mail address

Victim:

Name
Gender (Male/Female)
Age
Nationality
Country of permanent residence

Incident:

Description
Location
Date and time

Other Pertinent Information

H. 11 952.225-0002 ARMED PERSONNEL INCIDENT REPORTS(SEP 2010)

(a) All contractors and subcontractors in the United States Forces-Iraq (USF-I) or United States Forces-Afghanistan (USFOR-A) theater of operations shall comply with and shall ensure that their personnel supporting USF-I or USFOR-A forces are familiar with and comply with all applicable orders, directives, and instructions issued by the respective USF-I or USFOR-A Commanders relating to force protection and safety.

(b) IRAQ: Contractors shall provide an initial report of all weapons firing incidents or any other serious incidents they or their contractors are involved in to USF-I Contractor Operations Cell (CONOC) as soon as practical, but not later than 4 hours after the incident. The contractor and its subcontractors at all tiers shall submit a written report to CONOC, the Contracting Officer (KO) within 96 hours of the incident. Interim reports shall be submitted between the initial and final report, when necessary to the CONOC at usfic3conoc@iraq.centcom.mil

DSN 318-435-2369, UK# 0044 203 286 9851 or 0044 203 239 5894 or Skype: USFICONOC

(c) AFGHANISTAN: Contractors shall immediately report all incidents and use of weapons through their Contracting Officers Representative (CORs) who will notify the Contracting Officer. Contracting Officers are responsible to notify the SCO-A Chief of Operations and the SAR @ USFOR-A (SAR SHIFT DIRECTOR, DSN: 318-237-1761). Information should include: the name of the company, where the incident occurred, time when the incident occurred, a brief description of the events leading up to the incident, and a point of contact for the company. The PARC-A Chief of Operations in coordination with the SAR will issue guidance for further reporting requirements.

(d) Contractors shall provide first aid and request MEDEVAC of injured persons, and remain available for U.S. or Coalition response forces, based upon the situation. In the event contractor personnel are detained by U.S. or Coalition Forces, prolonged detention due to lack of proper identification can be alleviated by contractor personnel possessing on their person information that includes the

contractor's name, the contract number, a contractor management POC, and the phone number of the CONOC/ SAR Watch.

(End of Clause)

H. 12 952.225-0009 MEDICAL SCREENING AND VACCINATION REQUIREMENTS FOR THIRD COUNTRY NATIONALS OR LOCALLY HIRED EMPLOYEES OPERATING IN THE CENTCOM AREA OF OPERATIONS (AOR) (NOV 2010)

MEDICAL SCREENING AND VACCINATION REQUIREMENTS FOR THIRD COUNTRY NATIONALS OR LOCALLY HIRED EMPLOYEES OPERATING IN THE CENTCOM AREA OF OPERATIONS (AOR) (NOV 2010)

(a) Contractors, and subcontractors at any tier shall ensure and provide satisfactory evidence that all locally hired employees, including Local National (LN), Third Country National (TCN), and U.S. employees, working on bases have been screened for and do not currently have active tuberculosis (TB).

(1) Contractors may initially utilize a testing method of either a chest x-ray or TB skin test (TST), depending on the originating country of a contracted employee.

(i) Chest x-rays (CXR's), symptom survey, and Body Mass Index (BMI) shall be taken, and TSTs administered within 12 months prior to the start of deployment/employment. Contractors are required to bring in a physical copy of the pre-employment CXR film as it is the only way to verify interval changes should an active case of TB occur.

(A) Third Country Nationals (TCNs) and Local Nationals (LNs) cannot be screened with the IST. They need the pre-employment screening with a quality CXR, BMI and symptom survey

(B) Small-Risk Nationals (SRNs), those with less than 25 TB cases per 100,000 persons annually (mostly expats from Europe and US), can be screened via the IST.

(ii) Annual re-screening for TCNs, and LNs will be performed with a CXR conducted by the Contractors medical provider or local economy provider, who will look for interval changes from prior CXR's and review any changes in the symptom survey.

(iii) SRN's do not require annual TB re-screening. However, for a TB contact investigation, a IST or Interferon Gamma Release Assay (IGRA) is required.

(iv) For a contact investigation, all personnel with a positive TST or IGRA will be evaluated for potential active TB with a symptom screen, exposure history, BMI, and CXR. All cases of suspected or confirmed active TB must be reported to the theater Preventive Medicine (PM) physician and/or TB Consultant as soon as possible. TB reporting is required within 24 hours to the PM POC. Contact tracing, and medical coding have specific requirements. All Small-Risk National (SRN) contract personnel are required to be MEDEVAC'd out of theater, at the contractor's expense, for treatment of active TB, after consultation with the Theater PM or TB Consultant. For SRN personnel, the contractor is responsible for management and compliance with all prescribed public health actions.

(v) Screening may be performed either by a licensed medical provider from the local economy or by the contractor's licensed medical staffs. Contractors shall maintain medical screening documentation and make it available to the Contracting Officer upon request.

(2) TB screening and documentation is a requirement prior to receiving badges to work in the CENTCOM Area of Operations. A copy of the TB screening documentation shall be provided to the responsible Base Operations Center prior to issuance of base access badges.

(b) Contractor employees, including subcontractors at any tier, who work in food service positions and/or water and ice production facilities, shall have current Typhoid and Hepatitis A's; (full series) immunizations in accordance with the Centers for Disease Control and Prevention guidelines (e.g. typhoid vaccination booster is required every 2 years), in addition to the required TB tests. The contractor medical provider must complete a pre-placement examination to include a stool sample test for ova and parasites, and annual medical screening form or equivalent for food service, ice and water production workers.

(c) Proof of individual employee vaccinations shall be provided to the Contracting Officer and COR showing that their employees and their subcontractor employees at any tier have received the above vaccinations. The contractor shall maintain their employees' vaccination records for examination by the Contracting Officer. The contractor shall ensure that their subcontractors at

any tier maintain their respective employees' vaccination records for examination by the Contracting Officer.

(d) The contractor is responsible for management and compliance with all prescribed public health actions regarding TB in the contracted personnel. The contractor also bears the responsibility of ensuring that adequate health management for TB (screening / diagnosis / treatment / isolation) is available at the contractor's chosen health care provider for their contracted and subcontracted personnel.

NOTE: Contractors are reminded of the requirement to comply with their contract and all regulatory guidance (DoD Instructions/Regulations, Federal Acquisition Regulation/Defense Federal Acquisition Regulation Supplement, and FRAGO's) as applicable regarding Medical Screening and Vaccination Requirements.

(End of Clause)

H. 13 952.225-0008 SHIPPING INSTRUCTION FOR WEAPONS (JUL 2010)

(a) All weapons shall be shipped with a complete serial number manifest that is included with the shipping documents (inventory, bill of lading, etc.).

(b) All individual boxes or crates shall be numbered and correspond to a list annotated on the serial number manifest.

(c) Each individual box or crate shall have a packing list both inside and outside the box. That packing list shall contain a list of the contents and the serial numbers for the weapons in that box or crate.

(d) The contract number shall be listed on all serial number manifests and packing lists. All serial numbers shall be unique and non-recurring in any previous or future shipments. Shipments received with recurring serial numbers will not be accepted by the U.S. Government, and the contractor will be required to return the shipment at his own expense and replace with new weapons having non-recurring serial numbers.

(End of Clause)

H. 14 952.225-0007 MANDATORY SHIPPING INSTRUCTIONS (IRAQ) (JUL 2010)

(a) United States Forces Iraq, Deputy Commanding General Advisory and Training (USF-I DCG A&T), is required to track supplies and materiel shipped into Iraq. Prompt notification of shipment movements and compliance with information requirements will assist in providing advance notice to the point of entry for all inbound shipments.

(b) The Customs Levy Exemption Form will be reviewed by a Government of Iraq Representative. If the shipment qualifies for a levy exemption, the Customs Levy Exemption Form will be stamped and emailed back to the contractor. The stamped form must accompany every shipment for which a levy exemption is desired.

(c) Upon contract award, the contractor/consignor shall provide the necessary logistical information required by USF-I DCG A&T /J4.

STEP 1:

-- Upon contract award go to the following JCCS website:
-- <https://www.rebuilding-iraq.net/>

STEP 2:

-- Select the Logistics and then the Customs radio buttons.
-- Select and complete the Customs Levy Waiver Form.

STEP 3:

-- Email the (1) completed Customs Levy Exemption Form, (2) a copy of the front page of the signed contract; and (3) the pages from the contract that describe the required supplies, equipment or end product to USF-I DCG A&T /J4 (Logistics) at Usf-i.j4.cmdmove@iraq.centcom.mil and Customs Officials at

CMDBattlebox@iraq.centcom.mil, DSN: 318-485-2594/6224 Commercial: 713-970-6140 (Rings in Iraq) within 7 days of shipping.

- The #Customs Levy Exemption Form# will be reviewed by a Government of Iraq representative. If the shipment qualifies for a levy exemption, the #Customs Levy Exemption Form# will be stamped and emailed back to the contractor. The stamped form, airway bill/bill of lading, and manifests/packing documents must accompany every shipment for which a levy exemption is desired. All of these documents must list USF-I as the consignee/end user and the releasing agent as #GLOBAL FREIGHT SYSTEM.#
- Complete a Form DD-250 form, Material Inspection and Receiving Report, and provide it and the invoice for the shipment with the cargo.

-- Commercial Air Shipments require (1) airway bills and (2) the #Customs Levy Exemption# form to be emailed to the USF-I J4 org box at Usf-i.j4.mdmmove@iraq.centcom.mil. Ensure that all shipping labels have USF-I and ATTN: GLOBAL FREIGHT SYSTEM.

(d) It is the contractor's responsibility to provide all the requested information in sufficient time to allow coordination of required delivery. Failure to comply with these instructions may result in delaying the arrival of supplies and materiel at their final destinations.

(e) Once material is shipped, the Contractor shall notify USF-I J4, within two business days, at email address: Usf-i.j4.mdmmove@iraq.centcom.mil

(End of Clause)

H. 15 952.225-0306 CONTRACT DELIVERY REQUIREMENTS (JUL 2010)

CONTRACT DELIVERY REQUIREMENTS (JUL 2010)

REQUIRED DELIVERY DATE: _____

CONTRACTOR DELIVERY LOCATION: _____

POINT-OF-CONTACT RESPONSIBLE FOR INSPECTION & ACCEPTANCE:

Name: _____

Phone No.: _____ email: _____

FINAL DELIVERY DESTINATION: _____

POINT-OF-CONTACT AT FINAL DESTINATION: _____

Name: _____

Phone No.: _____ email: _____

REQUIRING ACTIVITY: _____

(End of Clause)

H. 16 952.225-0305 MONTHLY CONTRACTOR CENSUS REPORTING (JUL 2010)

Contractor shall provide monthly employee census information to the Contracting Officer, by province, for this contract. Information shall be submitted either electronically or by hard-copy. Information shall be current as of the 25th day of each month and received by the Contracting Officer no later than the first day of the following month. The following information shall be provided for each province in which work was performed:

- (1) The total number (prime and subcontractors at all tiers) employees.
- (2) The total number (prime and subcontractors at all tiers) of U.S. citizens.
- (3) The total number (prime and subcontractors at all tiers) of local nationals (LN).
- (4) The total number (prime and subcontractors at all tiers) of third-country nationals (TCN).
- (5) Name of province in which the work was performed.
- (6) The names of all company employees who enter and update employee data in the

Synchronized Predeployment & Operational Tracker (SPOT) IAW DFARS 252.225-7040 or DFARS DCD class deviation 2007-00010.

(End of Clause)

H. 17 SIA II - Section E

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.23 ROLLING ADMISSIONS (“ON RAMP / OFF RAMP”)

The government reserves the right to review the contracts to determine whether it would be appropriate to reissue this solicitation for the purposes of adding additional IDIQ holders. At the end of the base year, the government may assess the quality of performance by each IDIQ holder, the number, value and complexity of work assigned to each holder and amount of competition achieved. In addition, the government will assess the internal transaction cost for issuing each task order. Based on these criteria, if it is in the best interest of the government, the procuring contracting officer may announce a new competition to add additional IDIQ holders. Since long-term business partnering is encouraged, current IDIQ holders will not be eligible to compete for these contracts. The government reserves the right to limit rolling admissions to only small business concerns.

Additionally, the government intends to utilize an “on and off ramp” concept to manage the recertification process and maintain a sufficient pool of contract awardees at each size category.

Off Ramps. “Off ramps” may be utilized when firms fail to propose on task order requirements. In addition, if a firm fails to participate on task order requirements the government may not exercise its option. Lack of participation is defined as an industry partner that does not respond to at least three requirements in a given year.

On Ramps. The government reserves the right to conduct “on ramps” if it is determined to be in the best interest of the government. “On ramps” may be used to obtain a new pool of viable business partners (small and large) as off ramps are implemented. “On ramps” will ensure that new firms have an opportunity to participate in the SIA II program and that program goals and objectives are being met relative to fair opportunity practices. “On ramps” will be conducted at the end of Option Year I. Contracts awarded under this provision will share in the ceiling of the SIA II program and their award shall not constitute a basis of contractual adjustment for existing partners.

Solicitation and any resulting contracts awarded under this provision will include the same terms and conditions

H.24 SUBCONTRACTING PLAN

IDIQ Contract Level Master Subcontracting plans MUST comply with every subparagraph of FAR Part 19.704. The Small Business Subcontracting Plan shall be submitted in accordance with FAR 52.219-9 and shall identify and specify the extent of offeror's commitment to the participation of Small Businesses (SB), Woman Owned Small Businesses (WOSB), veteran-owned small businesses (VOSB), small disadvantaged veteran-owned businesses (SDVOB), Historically Underutilized Business Zone Businesses (HUBZONE), whether as teaming arrangement partners, joint venture members, or subcontractors. In the event the offeror has negotiated a comprehensive subcontracting plan pursuant to DFARS Part 219.702, the offeror must submit the information that identifies and specifies the extent of its commitment to the participation of SB, SDB, WOSB, SDVOSB, and/or HUBZONE. Following are the current DIA subcontracting goals:

A. Small Business (SB)	23%
B. Small Disadvantaged Business (SDB)	5%
C. Women-owned Small Business (WOSB)	5%
D. Veteran Owned Small Business (VOSB)	3%
E. Service-Disabled Veteran-owned Small Business (SDVOSB)	3%

F. Historically Underutilized Business Zone (HUBZONE) 3%

G. 264s/295s are deliverables in the contract and should follow the schedule below:

Calendar Period	Report Due	Due Date	Send ISR to:
10/01-03/31	294	05/01	Contracting Officer and Small Business Specialist
04/01-09/30	295	11/01	Contracting Officer and Small Business Specialist
TBD	Summary Contracting Report	End of Contract	Contracting Officer and Small Business Specialist

H.25 TASK ORDER PROCESS

A. General. One or more task orders (TOs) may be issued during the performance period of this contract. The Contractor agrees to accept and perform orders issued by the Task Order Contracting Officer within the scope of this agreement. It is understood and agreed that the Government has no obligation to issue any orders except the minimum order. In the event of any inconsistency between any TO and the contract, the contract shall control. In accordance with the Federal Acquisition Streamlining Act (FASA) and FAR 16.505(b), the Task Order Contracting Officer will give all awardees a "fair opportunity" to be considered for each order in excess of \$3,000, unless one of the conditions in paragraph B below applies.

B. PERFORMANCE METRICS FOR PERFORMANCE BASED TASK

- (1) Individual task orders may include performance incentives based upon objective, i.e., measurable, objectives.
- (2) These incentives, if utilized, shall be incorporated into task order, which will supplement the basic SOO attached to the contract. They shall be subject to negotiation.

C. Exceptions to Fair Opportunity Consideration. Awardees will not be given a fair opportunity to be considered for requirements which are expected to exceed \$3,000 when the Task Order Contracting Officer determines one of the following conditions apply:

- (1) The agency need for such services is of such urgency that providing such opportunity would result in unacceptable delays;
- (2) Only one such awardee is capable of providing such services required at the level of quality required because the services ordered are unique or highly specialized;
- (3) The order should be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to a task order already issued under this contract, provided that all multi-awardees were given fair opportunity to be considered for the original order; or
- (4) It is necessary to place an order to satisfy a minimum guarantee. In accordance with FAR 16.5, when an exception to the fair opportunity to be considered exists, the task order will be processed as a sole source procurement, including a sole source justification, a request to the sole source provider for a proposal, cost and pricing data where applicable, negotiation and award. Unaffected IDIQ holders will not be notified of the exception.

D. Competitive Ordering Process.

(1) Pre solicitation and solicitation. All IDIQ holders, at the time of TO solicitation release, shall have a minimum level of safeguarding capability at the SECRET level. All IDIQ holders will receive an e-mail notification of each contemplated Request for Proposal and resulting TO. All proposed TOs will incorporate by reference all terms of the IDIQ contract unless otherwise specified in the proposed TO. In addition, the proposed TO will include:

- a. All known information of the task order (Line Items, statement of work or objectives, packaging and marking information, data rights, inspection and acceptance of the services, period of performance, security, government property/information to be provided and other relevant information.)
- b. The means and time for the IDIQ holders to respond expressing interest and providing appropriate information.
- c. Specific instructions for the means of responding to the TO request, including but not limited to, oral interviews, reverse auctions, written responses summarizing technical and price approaches, submission of proposals, the selection criteria factors, the factors_order of importance and other information deemed appropriate.

During the Fair Opportunity Process the Government may: conduct unrestricted competition; elect to restrict competition for Task Orders totally to Small Businesses, Service Disabled Veteran Owned Small Businesses (SDVOSB), or HubZone Businesses. The Task Order solicitation will notify offerors of the restricted competition decision.

To be eligible as a Small Business, Service Disabled Veteran Owned Small Business (SDVOSB), or HubZone Business during the competitive ordering process, the Offeror must have had that status at the time of proposal submission that resulted in the award of the SIA II IDIQ contract award.

For Task Order solicitations competition restrictions for Small Business, the Prime Contractor must perform at least 50% of the Work (See FAR 52.219-14). For HubZone competition restriction, at least 50% of the work will be performed by the Prime Contractor or other HubZone Small Business concerns (See FAR 52.219.3). If a Task Order Solicitation is competition restricted for Service Disabled Veterans Owned Small Business, at least 50% of the effort will be performed by the Prime Contractor or other Service Disabled Veteran Owned Small Business concerns (See FAR 52.219-27).

(2) Responses. Awardees will be provided adequate time to prepare and submit responses based on the estimated dollar value and complexity of the proposed TO. The due date shall be set forth in each proposed TO. Responses will be streamlined and succinct to the extent practical based on the dollar value and complexity of the work. All proposals, including those offered by the Prime contractor and their subcontracts, shall be at a minimum in accordance with FAR 16. However, individual TO RFPs may be issued in accordance with FAR 15 requirements.

At a minimum the responses may include:

- a. Detailed cost per hour and the applicable fixed fee per hour of all resources required to accomplish the task as set forth in the TO
- b. Technical information e.g., technical approach, including team partners and experience as required by the TO,
- c. Past Performance Information (See H.26) – “TASK ORDER PAST PERFORMANCE EVALUATION”
- d. Proposed Key Personnel
- e. Proposed Performance Based Statement of Work
- f. **Small Business Participation Plan (Required for all Offerors)**
 - 1) At each TO issuance, all offerors, both Small and Large Business, are required to submit a Small Business Participation Plan (SBPP) regardless of size in accordance with FAR 19.1202 and DFARS 215.304 for total awarded dollars under the SIA II contract for each awarded task order. **Failure to submit the SBPP, non-compliance with the proposed SBPP, and/or under utilization of small businesses at the task order level will result in negative consideration for future awards.**
 - i. The Offeror shall address the following elements:
 - 1. The extent to which such firms are specifically identified in proposals. Offerors shall provide a detailed description of the supplies/services for each small business subcategory including the names of those firms and their designation.
 - 2. The extent of commitment to use such firms (for example, enforceable commitments are to be weighted more heavily than non-enforceable ones). Provide documentation regarding enforceable commitments to utilize each small Business as defined in FAR Part 19, as subcontractors. Provide the names of protégé firms being utilized in the proposal as subcontractors.
 - 3. The complexity and variety of the work small businesses are to perform;
 - 4. The realism of the proposal;
 - 5. Past performance of the offerors in complying with requirements of the clauses at FAR 52.219-8, Utilization of Small Business Concerns, and 52.219-9 Alt II, Small Business Subcontracting Plan; and

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6. The extent of participation of such businesses in terms of the value of the total acquisition.
7. Describe the type of management controls used to ensure timeliness and quality of all subcontracted efforts and how this will be coordinated.
8. All Offerors, both Small and Large Business, are required to submit Small Business Participation Information in accordance with FAR 19.1202 and DFARS 215.304 that shall include the following:

(a) Type of Business: Check applicable box (boxes)

- ☐ ☐ Large
☐ ☐ Small (also check type of Small Business below)
 ☐ ☐ Small Non-Disadvantaged Business
 ☐ ☐ Small Disadvantaged Business
 ☐ ☐ Woman-Owned Small Business
 ☐ ☐ HUB Zone Small Business
 ☐ ☐ Veteran Owned Small Business
 ☐ ☐ Service Disabled Veteran Owned Small Business

(b) Total Contract Value: (Include options, etc.) \$ _____

(c) Dollar Value of your participation as a Prime Contractor \$ _____

(d) Dollar Value and Percentage of Subcontracts Planned For:

	<u>Dollar Value</u>	<u>% of Contract Value</u>
Large	\$ _____	% _____
Total Small	\$	%
Small Non-Disadvantaged	\$ _____	% _____
Small Disadvantaged	\$ _____	% _____
Woman-Owned Small	\$ _____	% _____
HUB Zone Small	\$	%
Veteran Owned Small	\$ _____	% _____
Service Disabled Veteran	\$ _____	% _____

(e) List principle supplies/services to be subcontracted to:

Name of Company	Identify Type of Service/Supply
Large:	
_____	_____
Small:	
_____	_____
Small Non-Disadvantaged:	
_____	_____
Small Disadvantaged:	
_____	_____
Women-Owned Small:	
_____	_____
HUB Zone Small:	
_____	_____
Veteran Owned Small Business:	
_____	_____
Service Disabled Veteran Owned Small:	
_____	_____

NOTE 1: This information shall be provided for each period of performance of the contract, if the Offeror believes the percentages will change in the option years, those percentages should be included.

NOTE 2: Percentage and dollar goals shall be aggressive, realistic, challenging, achievable and positive. These goals are percentages of the total proposed contract value that the Offeror plans to subcontract.

NOTE 3: The Small Business Participation Plan (SBPP) will be evaluated as described in Section M during the task order competition process.

NOTE 4: "Total Contract Value" for evaluation purposes is the estimated total for the contract and all options. After contract award "Total Contract Value" will be the cumulative actual dollars of all task orders issued against the contract, including any options.

Note 5: All proposed small business participation plan and subcontracting goals accepted and incorporated into the resulting contract will be subject to FAR Clause 52.219-16, "Liquidated Damages-Subcontracting Plan".

- (3) Evaluation. The Government will evaluate responses against selection criteria contained in the proposed TO. The Government's award decision will be based upon, as a minimum, price/cost and past performance. Evaluation of past performance will be based on each IDIQ holder's past performance data on work performed under this IDIQ contract, as well as other information available to the Government. As work proceeds under this contract, it is probable that current past performance information on recent task orders will be more important in evaluation of future task orders. In addition, individual task order selection criteria may include other factor(s) relevant to the particular task order. The weight of factors will be identified in a task order. If necessary, during the evaluation of proposals the Government may contact any or all or a limited number of awardees with questions concerning their responses as permitted under FAR Part 16. Upon completion of evaluations, the PCO will issue a TO to the awardee whose proposal is most advantageous to the Government under the selection criteria set forth in the TO. The Task Order Contracting Officer will notify the IDIQ holders of the selection decision.
- E. Task Orders. Each individual TO may be cost reimbursable, fixed price (FP), time and materials (T&M) or any combination. For example, a TO may request a CPFF proposal for the first year of the TO, with any subsequent years to be offered as FP. TOs, or parts of TOs, may include positive and negative financial incentives, award term option provisions, or any other legal incentive the IDIQ holder proposes. The FP TOs shall include specific metrics, quality assurance plans and incentives as appropriate. IDIQ holders must review each TO upon issuance to prepare its response to reflect any appropriate incentive provisions.

Orders and revisions thereto shall be made in writing and be signed by the Task Order Contracting Officer. Each order shall, at a minimum and as appropriate:

- (1) Refer to the appropriate line item or line items under Section B of the IDIQ contract,
- (2) Set forth the specific level of effort and/or performance outcomes desired to be fulfilled under the task order,
- (3) Set forth delivery or performance dates,
- (4) Designate the CCIR who will perform inspection and acceptance and past performance evaluation,
- (5) Set forth the credit card number or long line of accounting with ACRNs,
- (6) Set forth any payment options,
- (7) Be dated,
- (8) Be identified by number in accordance with DFARS 204.7004,
- (9) Set forth the property, if any, to be furnished by the Government and the date(s) such property is to be delivered to the Contractor,

- (10) Set forth the disbursing office where payment is to be made,
 - (11) Set forth administration data,
 - (12) Include a DD Form 1449 or DD Form 1155,
 - (13) Include a DD Form 254 and specify security requirements, if applicable,
 - (14) Set forth the contractor_s and Government_s respective technical data rights citing the applicable DFAR clauses, and
 - (15) Set forth any other pertinent information.
- F. Task Order Issuance. TOs will be issued electronically.
- G. Unauthorized Work. The Contractor is not authorized to commence task performance prior to issuance of a signed TO that has been funded.
- H. Task Funding Restrictions. TOs shall either be funded at the time of award or awarded under the authority provided within Section I Clause 52.232-18, entitled, —Availability of Funds.
- I. Ordering Officers. Orders for services specified in Section B of the Schedule may be issued by any Contracting Officer from the Virginia Contracting Activity from contract award through the end of the ordering periods, specified in Section F.
- J. Ombudsman Description. The head of the agency shall designate a task-order and delivery-order ombudsman. The ombudsman must review complaints from contractors and ensure they are afforded a fair opportunity to be considered, consistent with the procedures in the contract. The ombudsman must be a senior agency official who is independent of the contracting officer and may be the agency's competition advocate.
- K. Ordering Authority and Tracking. All warranted Contracting Officers from the Virginia Contracting Activity (VACA) are authorized to place orders under this IDIQ contract. Decentralized ordering by other than VACA Contracting Officers may be authorized on a case by case basis by the cognizant PCO of the base IDIQ contract.

H.26 TASK ORDER PAST PERFORMANCE EVALUATION

Past performance information is an indicator of an offeror's ability to perform successfully. Under this contract, performance will be evaluated on each task order annually by the COR, which may include use of CPARS or PPIRs. Evaluation of past performance for the purpose of evaluating potential option exercises, will be based on each IDIQ holder_s past performance data on work performed under this IDIQ contract, as well as other information available to the Government.

Past Performance Evaluations will assess at a minimum, the offeror's record of performance in the following key areas:

- (1) **Staffing:** Describe the processes and practices implemented to consistently provide personnel with the appropriate security clearances, qualifications and experience required to perform the contract.
- (2) **Program Management:** Describe the features and benefits of the offeror's program management methodology and explain the processes, procedures or practices that were implemented to ensure the offeror's support was cost-efficient, fully-integrated and results focused.
- (3) **Cost Control:** Describe the offeror's financial management processes and procedures to monitor, control and report Contractor costs and how these processes and procedures ensured proactive actions were taken to operate within contract and program funding levels.
- (4) **Schedule Control:** Describe the offeror's scheduling processes and how they ensured customer requests were properly identified, assigned, prioritized and coordinated across applicable functional areas to achieve on-time and on-budget performance.
- (5) **Customer Service:** Describe how the offeror instilled and consistently maintained a culture of customer service excellence throughout your team and the individual personnel assigned to the contract.
- (6) **Innovation:** Describe any relevant innovation(s) the offeror identified and implemented and explain how these innovations benefited the customer. "Innovations" could be, for example, initiatives to: reduce costs, improve customer service, or reduce operational redundancies and inefficiencies.
- (7) Pursuant to FAR Part 15.305(a)(2)(v), the assessment will consider the extent to which the offeror's evaluated past performance demonstrates compliance with subcontracting plan goals for small disadvantaged business (SDB) concerns, monetary targets for SDB participation, and notifications submitted under FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting. Pursuant to DFARS Part 215.305(a)(2), the assessment will also consider the extent to which the offeror's evaluated past performance demonstrates compliance with FAR 52.219-8, Utilization of Small Business Concerns and FAR 52.219-9, Small Business Subcontracting Plan.

For both evaluations (TO level and basic contract level), the following items will be measured: technical accuracy of the deliverables, general quality of supplies and services delivered, timeliness, cost control (for CPFF line item), achievement of small business subcontracting requirements, contractor's responsiveness to customers, team stability and cooperation with other IDIQ holder teams.

The Contractor will be provided with a copy of the Task Order past performance evaluation for each task order and an opportunity to respond to ratings/comments.

H.27 DEPLOYMENT

- A. Deployment refers to contractor personnel traveling from their assigned, primary, residential or home duty station to another station for a period of time in support of training, scheduled or unscheduled exercises, contingencies or in response to crisis situations. The Contractor personnel shall deploy to satisfy the performance requirements under this contract in order to support the specified equipment.
- B. The resident Contracting Officer Representative (COR) shall notify the contractor of a deployment and the level of service required. By the date and time established by the COR or within 24 hours after notification of a deployment (whichever is later), the Contractor shall be ready to deploy with the deployable equipment to any location around the world. The Government shall provide support to the Contractor employee as specified in the attached SOO. The Contractor shall comply with any and all command-mandated deployment requirements as provided by the COR that are within the scope of this contract. If the hourly rate for a deployed location has not already been determined, (in the base contract or a task order), upon notification of a deployment requirement, the contractor shall submit the necessary cost information to the CO and the COR.
- C. (U) While the majority of the services to be provided under this contract are expected to be performed within the NCR and at other locations in the United States, other services will be required to be performed at OCONUS locations, including some services in support of contingency operations, as specified in individual task orders. When the contractor is tasked to provide personnel to deploy to an OCONUS location, the task order will indicate the operational area, the place of performance, and may include specific requirements pertaining to the tasking and performance location. In all cases, contractor shall ensure that the personnel the contractor provides in response to a deployment tasking abide by the following deployment requirements. All deployed contractor personnel must meet the State Department rules and regulations for deployments. Additionally all deployment eligible contractor personnel must be:
 - (1) (U) Willing to deploy to live and work in a potential hostile environment designated by the US Government.
 - (2) (U) Willing to receive Anthrax, Smallpox, and other vaccines as required for the specific AOR.
 - (3) (U) Able to function during a level of heightened threat, during periods of high pressure and stress.
 - (4) (U) Contractor shall ensure that all deployable personnel selected to perform on this contract have a current, valid tourist passport.
 - (5) (U) Contractor shall ensure that all personnel are physically capable and in good health without chronic medical conditions which require frequent monitoring/contact with medical professionals.
 - (6) (U) Contractor shall provide an initial medical screening of all proposed candidates prior to nomination for this effort
 - (7) (U) Contractor shall be responsible for all additional medical examinations or follow-on appointments identified by the pre-deployment medical screening.
 - (8) (U) Contractor shall ensure all personnel under this contract have the required vaccinations or immunizations for the deployment area and/or their assigned work areas.

- (9) (U) Contractor shall provide all necessary medical insurance to cover all the medical needs of contractor personnel assigned to this contract. The contractor, through their performance of services under the resulting contract, hereby relieves the Government of all liabilities for medical expenses and payments incurred during and after termination of this contract.
- (10) (U) Contractor shall ensure that their personnel who are taking medications have sufficient quantities of their medicine to last for the duration of their stay in the deployment area of operation.
- (11) (U) In the event that deployable contractor personnel are unable to perform their duties due to illness or other medical reasons, the contractor is responsible for providing a suitable replacement. The contractor shall provide a qualified replacement possessing the same skills, clearance, and knowledge as their predecessor within 10 working days at no additional cost to the Government.
- (12) (U) Contractor shall provide relevant personnel information to the Government to include the following documents prior to deployment:
 - a. (U) DD Form 93, Emergency Data
 - b. (U) Copy of Medical/Shot Records
 - c. (U) Copy of CAC
 - d. (U) Copy of tourist passport
 - e. (U) Copy of visas
 - f. (U) SF 86
- (13) (U) Arming & Small Arms Training: At the task order level, contractor personnel might be permitted to be armed under certain conditions where conditions warrant consistent with Combatant Commander requirements. Contractor personnel may be armed while deployed, upon determination they have received the proper training and authorization prior to deploying.
- (14) (U) Contractor shall only be able to utilize a military issued weapon with military-issued ammunition. No personal weapons or ammunition is allowed.
- (15) (U) Acceptance of the weapon shall be at the discretion of the contractor and its employees.
- (16) (U) Prior to receipt of a weapon, contractor personnel shall complete weapons familiarization training which is commensurate with the service requirements for DoD personnel that is provided by the government.
- (17) (U) Contractor shall receive training on the Rules of Engagement (ROE), Rules for the Use of Force (RUF), and Law of Armed Conflict. The contractor and contract employee shall be aware of the potential for civil and criminal liability under both U.S and host Nation laws. Contractor personnel shall sign the RUF card indicating they have been trained before being authorized a weapon.
- (18) (U) Contractor shall ensure its employees adhere to all guidance and orders issued regarding possession, safety, use, and accountability of weapons and ammunition.

- (19) (U) Contractor shall, upon redeployment or notification by the Government, ensure that all Government issued weapons and ammunition are returned to government control.
 - (20) (U) Contractor shall screen and certify to the Contracting Officer that its employees may be issued a weapon in accordance with U.S. law and must acknowledge and accept the impact of host nation law.
- D. It is the responsibility of the Contractor to provide qualified temporary backfill support at the home duty station if it is required by the COR and funding is available on the task order. The CO shall modify the task order if necessary to add additional funds.
- E. Applicable Task Order Level Deployment Clauses may include but not limited to:

952.228-0001

WORKERS COMPENSATION INSURANCE (DEFENSE BASE ACT) (APR 2011)

- (a) This special clause supplements FAR Clause 52.228-3 Workers' Compensation Insurance (Defense Base Act).
- (b) The contractor agrees to procure Defense Base Act (DBA) insurance pursuant to the terms of the contract between the U.S. Army Corps of Engineers (USACE) and **CNA Insurance** unless the contractor has a DBA self-insurance program approved by the Department of Labor. Proof of this self-insurance shall be provided to the Contracting Officer. The contractor shall submit either proof of a valid DBA Insurance policy or acceptance of an application with CNA Insurance for the Prime and their Subcontractors at every tier prior to performance of the contract. The current rates under the USACE, CENTCOM – Joint Theater Support Contracting Command (CJTSCC) and U.S. Army Contracting Command (408th CSB) contracts are as follows:

Services	\$ 3.50 per \$100 of employee remuneration
Construction	\$ 4.25 per \$100 of employee remuneration
Aviation	\$17.00 per \$100 of employee remuneration
Security	\$10.00 per \$100 of employee remuneration

(c) Labor Category/Job Classification Definitions:

SERVICE: ~~White-collar~~ workers providing IT, engineering/consulting services, and restaurant services. Security consultants are included in this category if they are only providing risk assessment services and no form of armed protection.

CONSTRUCTION: ~~Blue-collar~~ workers providing services such as carpentry, electrical, plumbing, mechanical, concrete/asphalt, de-mining, roofing, landscaping, janitorial, trash removal, Port-a-John/septic cleaning, pest exterminating, auto repair/dismantling, drivers/couriers, and heavy equipment operation and maintenance. Construction site supervisors/managers and life support service providers are included in this category as well as all Unskilled and Manual Laborers.

SECURITY: Personal Security Detail (PSD) and Static or Convoy Guarding of property or personnel

AVIATION: Pilot and Crew of any aircraft, excluding ground personnel who provide maintenance or services and stay on the ground

NOTE: More than one rate may be applicable as more than one type of labor may be utilized for a particular contract.

(d) The contractor agrees to insert a Special Contract Requirement substantially the same as this one in all subcontracts (at every tier) to which DBA is applicable. Every subcontractor shall procure its own DBA insurance coverage directly from CNA Insurance Co.

(e) Should the rates for DBA insurance coverage increase or decrease during the performance of this contract, USACE shall modify the contract accordingly. However, the revised rates will not be applicable until the contractor's or subcontractor's DBA Insurance policy is due to be renewed.

(f) CNA's broker (Rutherford) shall provide proof of confirmation of coverage within 3 working days of receipt of a completed insurance application. This confirmation should be used by the contracting officer to issue notice to proceed with performance.

(g) Premiums will be reimbursed only if coverage is purchased through the USACE mandatory requirements DBA contract administered by CNA Insurance and their managing broker, Rutherford International.

(h) Claims Reporting. The Contractor shall make timely DBA insurance claims on behalf of each employee who is injured or killed in the course of their employment under this contract, and shall ensure that similar language is in each Subcontractor's contract. The Contractor shall provide monthly reports to the Contracting Officer, providing the names of each such injured or deceased employee, the circumstances surrounding each injury or death, the dates of each injury or death, the date the insurance claim was made on behalf of each employee and the current status of each claim.

(i) The insurance carrier/broker will conduct periodic audits of actual contractor payroll amounts. When a return is due for over-payment of premium on a specific audit, such returned premium shall be returned to the U.S. Department of Treasury.

(j) Failure to obtain DBA insurance in accordance with FAR Clause 52.228-3 Workers' Compensation Insurance (Defense Base Act) and the above requirements, for the prime and all subcontractors at every tier, shall be considered a material breach and could cause this contract to be terminated for default/cause.

(End of Clause)

952.225-0019

COMMODITY SHIPPING INSTRUCTIONS (AFGHANISTAN) (JUL 2011)

(a) **USFOR-A FRAGO 10-200.** United States Forces Afghanistan (USFOR-A) has directed that all shipments into and out of the Combined Joint Operations Area - Afghanistan (CJOA-A) be coordinated through the Defense Transportation System (DTS) in order to expedite the customs clearance process and facilitate the use of in-transit visibility for all cargo in the CJOA-A

(b) Information regarding the Defense Transportation System (DTS). For instructions on shipping commodity items via commercial means using DTS, see the following websites:

1. Defense Transportation Regulation – Part II Cargo Movement - Shipper, Trans-shipper, and Receiver Requirements and Procedures: http://www.transcom.mil/dtr/part-ii/dtr_part_ii_203.pdf
2. Defense Transportation Regulation – Part II 4 Cargo Movement – Cargo Routing and Movement: http://www.transcom.mil/dtr/part-ii/dtr_part_ii_202.pdf
3. Defense Transportation Regulation – Part V - Department of Defense Customs and Border Clearance Policies and Procedures: http://www.transcom.mil/dtr/part-v/dtr_part_v_512.pdf

(c) Responsibilities of the vendor carrier representative, shipping expediter, and/or customs broker:

1. Afghanistan Import Customs Clearance Request Procedures: The carrier, shipping expediter, and/or customs broker is responsible for being knowledgeable about the Afghan Customs Clearance Procedures.
2. Status of Customs Clearance Requests: All inquiries regarding the status of a customs clearance request prior to its submission to Department of Defense (DoD) Customs and after its return to the carrier representative or shipping expediter should be directed to the carrier or shipping agent.
3. Customs Required Documents: The carrier representative or shipping expediter is required to provide the DoD Contracting Officer Representative (COR) with all documentation that will satisfy the requirements of the Government of the Islamic Republic of Afghanistan (GIROA).

(d) Required Customs Documents: Documents must be originals (or copies with a company stamp). Electronic copies or photocopied documents will not be accepted by GIROA. The carrier is responsible for checking the current requirements for documentation with the Afghanistan Customs Department (ACD) as specified by the U.S. Embassy Afghanistan's SOP for Customs Clearance Requests Operations (<http://trade.gov/static/AFGCustomsSOP.pdf>) and paragraph 4 below.

1. The U.S. Ambassador Afghanistan diplomatic note guarantees that the U.S. Government (USG) shipments are exempt from Afghanistan Customs duties and taxes. USG shipments do not provide commercial carriers with the authority to unnecessarily delay shipments or holdover shipments in commercial storage lots and warehouses while en route to its final destination. The U.S. Embassy expects that shipments will be expedited as soon as customs clearance paperwork is received from the respective GIROA officials.
2. Imports. Documentation must list the year, make, model, and color of the commodity, the commodity Identification Number (if applicable) and for vehicles, the Engine Block Number. The following documentation is required for all import shipments:
 - a. An original Customs Clearance Request (CCR) prepared by the COR in accordance with Afghanistan customs guidance referenced in paragraph 4 below.

- b. Bills of Lading (for shipments by sea), Airway Bills (for shipments by air) or Commodity Movement Request (CMRs) (for overland shipments). In the consignee block, type in "US Military". This will help the Afghan Customs officials to recognize that the shipment belongs to the US Military and, therefore, the shipment is subject to tax exemption provisions as specified under the current Diplomatic Note or Military Technical Agreement (MTA).
 - c. Shipping Invoices.
 - d. Packing Lists. Required only if the shipping invoice does not list the cargo.
 - e. An Afghan Government Tax Exemption Form (Muaffi Nama) purchased from the Department of Customs and Revenue and prepared in the local language by the carrier representative, shipping agent, or customs broker.
 - f. A Diplomatic Note, prepared by DoD Customs, to the Ministry of Foreign Affairs requesting the initiation of customs formalities with the Ministry of Finance, Department of Customs and Exemptions. Please note that DoD Customs is not responsible for registering vehicles.
 - g. Commercially-owned equipment such as vehicles, construction machinery or generators that are leased and imported to Afghanistan for the performance of a USG contract may be subject to taxes and duties as determined by GIRoA. If commercially-owned equipment is imported into Afghanistan in a duty-free status, that duty-free status only applies as long as the equipment is under the exclusive use of the USG contract. If the equipment is released at the end of the contract, applicable GIRoA duties and taxes will apply to the owner if the equipment is not exported from Afghanistan or transferred to another USG contract.
 - h. USG-owned vehicles must be exported at the conclusion of the project period or transferred to another USG entity. Under certain conditions, the USG may transfer equipment or vehicles to GIRoA.
3. Exports. The following documentation is required for all export shipments:
- a. An original CCR prepared by the COR. If CCR is not available, the Contracting Officer (KO) will prepare the CCR.
 - b. Invoices.
 - c. Packing Lists. Required only if the shipping invoice does not list the cargo.
 - d. A Diplomatic Note, prepared by the DoD Customs Cell, to the Ministry of Foreign Affairs requesting the initiation of customs formalities with the Ministry of Finance, Department of Customs and Exemptions.
4. Customs requirements from the GIRoA may change with little notice. For current detailed instructions on customs guidelines in Afghanistan, refer to ~~The~~ Instruction for Customs Clearance Request

(Import/Export) Operations.” In all cases, the carrier is required to obtain a copy of this document, found at the following link: <http://trade.gov/static/AFGCcustomsSOP.pdf>

5. **Point of contact (POC) for customs issues is the USFOR-A Joint Security Office (JSO) J3** at DSN: 318-449-0306 or 449-0302. Commercial to DSN conversion from the United States is (732) 327-5130, choose option #1, and then dial 88-318 followed by your seven digit DSN number.

(End of Clause)

952.225-0018

CONTRACTOR ACCOUNTABILITY AND PERSONNEL RECOVERY (IRAQ) (JUN 2011)

- (a) Contract performance may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the contractor accepts the risks associated with required contract performance in such operations.
 - (1) Unaccounted Personnel: It is the expectation of the USG that any contractor brought into Iraq for the sole purposes of performance of work on a USG contract must be accounted for at all times by their respective employers. Additionally, contractors who maintain living quarters on a USG base shall verify the location of each of its employees' living quarters a minimum of once a month. If a DoD contracted employee becomes missing and evidence does not indicate foul play, a Personnel Recovery (PR) event is NOT automatically triggered. Such an event will be treated as an accountability battle drill by the employer's chain of command or civilian equivalent.
 - (2) Contractor Responsibilities: The contractor is responsible to take all necessary steps to locate and investigate the unaccounted for employee(s) whereabouts to the maximum extent practicable. To assist in this process, contractors may use the Contracting Fusion Cell as a resource to track or research employee's last known location and/or to view LOA's. All missing personnel will be immediately reported to the installation division Personnel Recovery Officer (PRO), Mayor's cell, Military Police Station and/or the Criminal Investigative Division, and the Base Defense Operations Center (BDOC).
 - (3) Contractor Provided Information: If it is determined that a potential criminal act has occurred, the USD PRO (or USF-I Personnel Recovery Division (PRD) with prior coordination) will attempt to validate the missing person's identity through the employer. The contractor shall provide the information to PRD within 12 hours of request. The required information the contractor should keep on file includes but is not limited to: copy of the individual's Letter of Authorization generated by the Synchronized Pre-deployment and Operational Tracker System (SPOT), copy of passport and visas, housing information of where the individual resides such as room number and location, DD Form 93, Record of Emergency Data, copy of badging, and contact information for known friends or associates.
- (b) If USF-I PRD determines through investigation that the unaccounted personnel have voluntarily left the installation either seeking employment with another contractor or other non-mission related reasons, PRD will notify the contractor. The contractor shall ensure that all government-related documents such as LOA's, visas, etc. are terminated/reconciled appropriately within 24 hours of notification by PRD in accordance with subparagraph (a)(8) of C-JTSCC Clause 952.225-0017 entitled "Contractor Demobilization (Iraq)".

Contractors who fail to account for their personnel or whose employees create PR events will be held in breach of their contract and face all remedies available to the contracting officer.

(End of Clause)

952.225-0017

CONTRACTOR DEMOBILIZATION (IRAQ) (JUN 2011)

- (a) Full demobilization of contractors and subcontractor(s) in the Iraq Combined Joint Operations Area (CJOA) is critical to Responsible Drawdown. The prime contractor is required to submit a demobilization plan to the Contracting Officer a minimum of 120 days prior to the end of the contract performance period or when requested by the Contracting Officer. The demobilization plan shall address, as a minimum, the following procedures detailed below. The procedures outline specific guidance to ensure a timely and responsible exit from theater. Prime contractors are responsible and accountable to ensure their subcontractor(s) at all tiers comply with responsible and timely exit from theater immediately following contract performance completion or termination.
 - (1) Exit from Iraq: The prime contractor shall follow the exit guidance issued by the United States (U.S.) Embassy Baghdad and shall ensure subcontractor(s) at all tiers also follow the exit procedures. The prime contractor is responsible to remain cognizant of Iraqi laws regarding exit from Iraq. Currently, all foreigners traveling out of Iraqi airports via commercial air transportation must have exit visas. Department of Defense, U.S. Forces-Iraq, Letters of Authorization (LOAs), and/or Embassy Badges are no longer the accepted means of exiting Iraq. All U.S. citizens and foreign national contractors must obtain an Iraqi exit sticker before departing the country. The exit sticker may be obtained from selected police stations or Ministry of Interior (MOI) offices. It is the prime contractor's responsibility to ensure that the most recent exit procedures are followed and to ensure that subcontractor(s) at all tiers are in compliance with exit procedures. Assistance for this procedure may be obtained by e-mailing baghdadregmgt@state.gov or phone 240-553-0581, ext 2782 or ext 2092.
 - (2) Letter of Authorization (LOA): The prime contractor is responsible for demobilizing its workforce, including subcontractor employees at all tiers, and all contractor owned and subcontractor owned equipment out of theater as part of the prime contractor's exit strategy. This exit strategy must include reasonable timeframes starting with the end of the contract performance period and not exceeding 30 days. The Contracting Officer has the authority to extend selected LOAs up to, but not exceeding 30 calendar days after the contract completion date to allow the prime contractor to complete demobilization of its workforce and contractor owned equipment, as well as subcontractor(s) workforce and owned equipment, out of the Iraq CJOA. The prime contractor shall notify the Contracting Officer a minimum of 30 days prior to the end of the contract period to request up to a 30-day extension of selected LOAs beyond the contract completion date to complete demobilization. The request shall include at a minimum:
 - (i) the name of each individual requiring a new LOA;
 - (ii) the number of days for the LOA (no more than 30 calendar days); and
 - (iii) justification for the request (e.g., what function the individual(s) will be performing during the demobilization period).

The Contracting Officer may request additional information for an LOA extension. Any LOA extension granted beyond the contract completion date shall not exceed 30 days and the contractor is not entitled to additional compensation for this period. If approved by the contracting officer, this is a no cost extension of an employee's LOA due to demobilization and in no way is an extension of the contract performance period.

- (3) Badging: The prime contractor is responsible to ensure all employee badges, including subcontractor employees at all tiers, are returned to the local Access Control Badging Office for de-activation and destruction. The prime contractor shall submit a Badge Termination Report to ensure each record is flagged and the badge is revoked. If a prime and/or subcontractor employee's badge is not returned, the prime contractor shall submit a Lost, Stolen or Unrecovered Badge Report to the appropriate Access Control Badging Office. Contractor employees in possession of a Common Access Card (CAC) shall be responsible for turning in the CAC upon re-deployment through a CONUS Replacement Center in the U.S. Failure to return employee badges in a timely manner may result in delay of final payment.
- (4) Contractor Controlled Facility Space: If the prime contractor has entered into a Memorandum of Understanding with the Installation Mayor or Garrison for site space, buildings, facilities, and/or Containerized Housing Units (CHU) to house prime and/or subcontractor employees (at all tiers), the prime contractor is responsible to notify the Installation Mayor or Garrison Commander of intent to vacate at least 90 calendar days prior to the end of the contract performance period. All United States Government (USG) provided property in the prime contractor's possession must be returned to the USG in satisfactory condition. The prime contractor is responsible and liable for any and all damages to USG property caused by prime and/or subcontractor employees, and shall be further liable for all cleanup, clearing, and/or environmental remediation expenses incurred by the USG in returning prime contractor and/or subcontractor facilities including surrounding site to a satisfactory condition, including expenses incurred in physically moving property, trash, and refuse from such premises, removing/remediating hazardous wastes on the premises, and repairing structures, buildings, and facilities used by the prime contractor and/or subcontractor. The prime contractor shall provide notification to the Installation Mayor or Garrison Commander to perform an inspection of all facilities as soon as practicable, but no more than 30 days, after the end of the contract period. If damages are discovered, the prime contractor shall make the necessary repairs. The prime contractor shall notify the Installation Mayor or Garrison Commander for re-inspection of the facilities upon completion of the repairs. If the Installation Mayor or Garrison Commander inspects the property, site space, buildings, facilities, and/or CHUs and finds they have not been properly cleaned, cleared, and/or environmentally remediated, or if the prime contractor fails to repair any damages within 30 calendar days after the end of the contract performance period, the final contract payment shall be reduced by the amount of the specified damages/repairs or the expenses incurred by the USG to properly clean, clear, and/or environmentally remediate the premises.
- (5) Government Furnished Equipment/Materials: The prime contractor is responsible to return all USG furnished equipment, as defined in Federal Acquisition Regulation (FAR) Part 45, clause 52.245-1, if included in the contract. Prime contractors who are not in compliance with the FAR, Defense Federal Acquisition Regulation Supplement, Department of Defense Directives and Instructions, United States Forces-Iraq (USF-I) FRAGOs, policies, or procedures will be responsible and liable for damages to the government property. The prime contractor may apply for a "relief of responsibility" from the Contracting Officer anytime during the contract performance period. A joint inventory shall be conducted of the equipment by the prime contractor, USG representative, and the Contracting Officer or their representative,

within 10 calendar days after the end of the contract performance period. The prime contractor shall report lost, damaged or destroyed property immediately to the Contracting Officer, but no later than the joint inventory at the end of the contract period. If the prime contractor fails to report lost, damaged or destroyed equipment or materials during the contract performance period, the prime contractor shall be responsible for the replacement and/or repair of the equipment or materials. The replaced equipment shall be new, of the same quality, and shall perform at the same functional level as the missing piece of equipment. If the prime contractor fails to repair and/or replace damaged or missing equipment, the final payment shall be reduced by the appropriate amount of the specified damages or cost to replace missing equipment with new.

- (6) Contractor Personal Property: The contractor is advised that all personal property left on the respective installation after the date of departure of said premises, shall be sold or otherwise disposed of in accordance with 10 U.S.C. § 2575.
 - (i) A request for the return of the property will be honored, if feasible, and if received before the expiration of the period of time allowed to vacate the installation.
 - (ii) If abandoned property is left on the respective installation, contractual remedies may be enforced against the contractor, (See paragraph (b) of this clause for potential contractual remedies). Additionally, even if the contractor waives its interest to all abandoned personal property, the contractor may still be liable for all costs incurred by the USG to remove or dispose of the abandoned property.
 - (iii) The contractor hereby authorizes the USG authority to dispose of any and all abandoned personal property in any manner the USG may deem suitable and hereby releases and discharges the USG and its agents from any and all claims and demands whatsoever that could otherwise be asserted because of the disposition of said abandoned personal property.
- (7) Synchronized Pre-deployment Operational Tracker (SPOT): The prime contractor is responsible to close out the deployment of personnel, including subcontractor employees at all tiers, at the end of the person's employment or at the end of the contract completion period and to release the personnel from the prime contractor's company information as loaded in the SPOT database. The release of employee information must be accomplished no more than 30 calendar days after the termination of their employment or the end of the contract completion date, whichever occurs sooner.
- (8) Accountability of Prime and Subcontractor Personnel: Whether specifically written into the contract or not, it is the expectation of the USG that for any persons brought into the Iraq CJOA for the sole purposes of performing work on USG contracts, contract employers will return employees to their point of origin/home country once the contract is completed or their employment is terminated for any reason. On a case-by-case basis, contracting officers may approve a contract employee's request to transfer from an existing contract (as a USG prime or working as a subcontractor on an USG contract) to another USG prime contractor a USG subcontractor. In the instance of an employee leaving their current contract to be employed under another USG contract (either as a prime or subcontractor employee), the contractor losing the employee must terminate the LOA immediately, confiscate all badging, and notify MOI of the change in visa status within 24 hours of the employee's termination. The receiving contractor is fully responsible for ensuring the employee has the appropriate passport and visas, badging, DD Form 93 Record of Emergency Data, and LOA in place in order for the new employee to begin work. If the prime contractor fails to re-deploy an

employee (or subcontractor employee) at any tier, or fails to confiscate badging, terminate an LOA, or visa after an employee departs to another employer, the USG shall notify the applicable U.S. Embassy to take appropriate action. If the employee has sought employment under another contract, the gaining employer will be responsible for repatriation upon termination. Failure by the prime contractor to re-deploy its personnel, including subcontractor personnel at any tier, at the end of the contract completion date, could result in the contractor being placed on the Excluded Parties List System (EPLS) and not be allowed to propose on future USG contracts anywhere in the world.

- (9) **Personnel Recovery:** Any DoD contractor with unaccounted for employees shall follow the instructions in the "Contractor Accountability and Personnel Recovery" Clause 952.225-18. The contractor may use the Contracting Fusion Cell as a resource to track or research employees last known location and/or to view LOA's.
- (b) CENTCOM - Joint Theater Support Contracting Command (C-JTSCC) and external agencies will utilize all available contracting remedies to guarantee compliance with demobilization requirements. Such actions include, but are not limited to withholding payment, issuing a cure notice, issuing a negative Contractor Performance Assessment Reporting System (CPARS) evaluation, reduction of award fee, debarment, reimbursement of USG expenses, and/or any other legal remedy available to a contracting officer. The USG reserves the right to **withhold payment** from the prime contractor not in compliance with the above procedures included herein. Additionally, the Contracting Officer shall document all unresolved contractor compliance issues in CPARS, which shall have an adverse past performance affect on future contracts with the USG, anywhere in the world.

(End of Clause)

952.225-0016

CONTRACTOR DEMOBILIZATION (AFGHANISTAN) (JUN 2011)

- (a) Full demobilization of contractors and subcontractor(s) in the Afghanistan Combined Joint Operations Area (CJOA) is critical to Responsible Drawdown. The prime contractor is required to submit a demobilization plan to the Contracting Officer a minimum of 120 days prior to the end of the contract performance period or when requested by the Contracting Officer. The demobilization plan shall address, as a minimum, the following procedures detailed below. The procedures outline specific guidance to ensure a timely and responsible exit from theater. Prime contractors are responsible and accountable to ensure their subcontractor(s) at all tiers comply with responsible and timely exit from theater immediately following contract performance completion or termination.
- (1) **Exit from Afghanistan:** The prime contractor shall follow the exit guidance issued by the United States (U.S.) Embassy Baghdad and shall ensure subcontractor(s) at all tiers also follow the exit procedures. The prime contractor is responsible to remain cognizant of Afghan laws regarding exit from Afghanistan. Currently, all foreigners traveling out of Iraqi airports via commercial air transportation must have exit visas. Department of Defense, U.S. Forces-Iraq, Letters of Authorization (LOAs), and/or Embassy Badges are no longer the accepted means of exiting Iraq. All U.S. citizens and foreign national contractors must obtain an Iraqi exit sticker before departing the country. The exit sticker may be obtained from selected police stations or Ministry of Interior (MOI) offices. It is the prime contractor's responsibility to ensure that

the most recent exit procedures are followed and to ensure that subcontractor(s) at all tiers are in compliance with exit procedures. Assistance for this procedure may be obtained by e-mailing baghdadregmgt@state.gov or phone 240-553-0581, ext 2782 or ext 2092.

- (2) Letter of Authorization (LOA): The prime contractor is responsible for demobilizing its workforce, including subcontractor employees at all tiers, and all contractor owned and subcontractor owned equipment out of theater as part of the prime contractor's exit strategy. This exit strategy must include reasonable timeframes starting with the end of the contract performance period and not exceeding 30 days. The Contracting Officer has the authority to extend selected LOAs up to, but not exceeding 30 calendar days after the contract completion date to allow the prime contractor to complete demobilization of its workforce and contractor owned equipment, as well as subcontractor(s) workforce and owned equipment, out of the Afghanistan CJOA. The prime contractor shall notify the Contracting Officer a minimum of 30 days prior to the end of the contract period to request up to a 30-day extension of selected LOAs beyond the contract completion date to complete demobilization. The request shall include at a minimum:
- (i) the name of each individual requiring a new LOA;
 - (ii) the number of days for the LOA (no more than 30 calendar days); and
 - (iii) justification for the request (e.g., what function the individual(s) will be performing during the demobilization period).

The Contracting Officer may request additional information for an LOA extension. Any LOA extension granted beyond the contract completion date shall not exceed 30 days and the contractor is not entitled to additional compensation for this period. If approved by the contracting officer, this is a no cost extension of an employee's LOA due to demobilization and in no way is an extension of the contract performance period.

- (3) Badging: The prime contractor is responsible to ensure all employee badges, including subcontractor employees at all tiers, are returned to the local Access Control Badging Office for de-activation and destruction. The prime contractor shall submit a Badge Termination Report to ensure each record is flagged and the badge is revoked. If a prime and/or subcontractor employee's badge is not returned, the prime contractor shall submit a Lost, Stolen or Unrecovered Badge Report to the appropriate Access Control Badging Office. Contractor employees in possession of a Common Access Card (CAC) shall be responsible for turning in the CAC upon re-deployment through a CONUS Replacement Center in the U.S. Failure to return employee badges in a timely manner may result in delay of final payment.
- (4) Contractor Controlled Facility Space: If the prime contractor has entered into a Memorandum of Understanding with the Installation Mayor or Garrison for site space, buildings, facilities, and/or Containerized Housing Units (CHU) to house prime and/or subcontractor employees (at all tiers), the prime contractor is responsible to notify the Installation Mayor or Garrison Commander of intent to vacate at least 90 calendar days prior to the end of the contract performance period. All United States Government (USG) provided property in the prime contractor's possession must be returned to the USG in satisfactory condition. The prime contractor is responsible and liable for any and all damages to USG property caused by prime and/or subcontractor employees, and shall be further liable for all cleanup, clearing, and/or environmental remediation expenses incurred by the USG in returning prime contractor and/or subcontractor

facilities including surrounding site to a satisfactory condition, including expenses incurred in physically moving property, trash, and refuse from such premises, removing/ remediating hazardous wastes on the premises, and repairing structures, buildings, and facilities used by the prime contractor and/or subcontractor. The prime contractor shall provide notification to the Installation Mayor or Garrison Commander to perform an inspection of all facilities as soon as practicable, but no more than 30 days, after the end of the contract period. If damages are discovered, the prime contractor shall make the necessary repairs. The prime contractor shall notify the Installation Mayor or Garrison Commander for re-inspection of the facilities upon completion of the repairs. If the Installation Mayor or Garrison Commander inspects the property, site space, buildings, facilities, and/or CHUs and finds they have not been properly cleaned, cleared, and/or environmentally remediated, or if the prime contractor fails to repair any damages within 30 calendar days after the end of the contract performance period, the final contract payment shall be reduced by the amount of the specified damages/repairs or the expenses incurred by the USG to properly clean, clear, and/or environmentally remediate the premises.

- (5) Government Furnished Equipment/Materials: The prime contractor is responsible to return all USG furnished equipment, as defined in Federal Acquisition Regulation (FAR) Part 45, clauses 52.245-1, if included in the contract. Prime contractors who are not in compliance with the FAR, Defense Federal Acquisition Regulation Supplement, Department of Defense Directives and Instructions, United States Forces-Afghanistan (USFOR-A) FRAGOs, policies, or procedures will be responsible and liable for damages to the government property. The prime contractor may apply for a "relief of responsibility" from the Contracting Officer anytime during the contract performance period. A joint inventory shall be conducted of the equipment by the prime contractor, USG representative, and the Contracting Officer or their representative, within 10 calendar days after the end of the contract performance period. The prime contractor shall report lost, damaged or destroyed property immediately to the Contracting Officer, but no later than the joint inventory at the end of the contract period. If the prime contractor fails to report lost, damaged or destroyed equipment or materials during the contract performance period, the prime contractor shall be responsible for the replacement and/or repair of the equipment or materials. The replaced equipment shall be new, of the same quality, and shall perform at the same functional level as the missing piece of equipment. If the prime contractor fails to repair and/or replace damaged or missing equipment, the final payment shall be reduced by the appropriate amount of the specified damages or cost to replace missing equipment with new.
- (6) Synchronized Pre-deployment Operational Tracker (SPOT): The prime contractor is responsible to close out the deployment of personnel, including subcontractor employees at all tiers, at the end of the contract completion period and to release the personnel from the prime contractor's company in the SPOT database. The release of employee information must be accomplished no more than 30 calendar days after the end of the contract completion date.
- (7) Accountability of Prime and Subcontractor Personnel: Whether specifically written into the contract or not, it is the expectation of the USG that for any persons brought into the Afghanistan CJOA for the sole purposes of performing work on USG contracts, contract employers will return employees to their point of origin/home country once the contract is completed or their employment is terminated for any reason. If the prime contractor fails to re-deploy an employee, or subcontractor employee at any tier, the USG shall notify the applicable U.S. Embassy to take appropriate action. Failure by the prime contractor to re-deploy its personnel, including subcontractor personnel at any tier, at the end of the contract completion date, could

result in the contractor being placed on the Excluded Parties List System (EPLS) and not be allowed to propose on future U.S. contracts anywhere in the world.

- (b) CENTCOM - Joint Theater Support Contracting Command (C-JTSCC) and external agencies will utilize all available contracting remedies to guarantee compliance with demobilization requirements. Such actions include, but are not limited to withholding payment, issuing a cure notice, issuing a negative Contractor Performance Assessment Reporting System (CPARS) evaluation, reduction of award fee, debarment, reimbursement of U.S. Government expenses, and/or any other legal remedy available to a contracting officer. The USG reserves the right to **withhold payment** from the prime contractor not in compliance with the above procedures included herein. Additionally, the Contracting Officer shall document all unresolved contractor compliance issues in CPARS, which shall have an adverse past performance affect on future contracts with the USG, anywhere in the world.

(End of Clause)

952.225-0013

CONTRACTOR HEALTH AND SAFETY (JAN 2010)

- (a) Contractors shall comply with all National Electrical Code (NEC 2008), Specifications as outlined, and MIL Standards and Regulations. All infrastructure to include, but not limited to, living quarters, showers, and restrooms shall be installed and maintained in compliance with these standards and must be properly supported and staffed to ensure perpetual Code compliance, prevent hazards and to quickly correct any hazards to maximize safety of those who use or work at the infrastructure (NEC Table 352.20). The government has the authority to enter and inspect contractor employee living quarters at any time to ensure the prime contractor is complying with safety compliance standards outlined in the 2008 National Electric Code (NEC).
- (b) The contractor shall correct all deficiencies within a reasonable amount of time of contractor becoming aware of the deficiency either by notice from the government or a third party, or discovery by the contractor. Further guidance on mandatory compliance with NFPA 70: NEC 2008 can be found on the following link <http://www.nfpa.org>.

(End clause)

952.225-0011

GOVERNMENT FURNISHED CONTRACTOR SUPPORT (JAN 2010)

The following is a summary of the type of support the Government will provide the contractor, on an ~~as~~-available basis. In the event of any discrepancy between this summary and the description of services in the Statement of Work, this clause will take precedence.

U.S. Citizens Accompanying the Force

☐ APO/FPO

☐ DoD

☐ Essential Mil Issue Equip

- | | | |
|---|---|---|
| <input type="checkbox"/> Authorized Weapon | <input type="checkbox"/> Excess Baggage | <input type="checkbox"/> MILAIR |
| <input type="checkbox"/> Billeting | <input type="checkbox"/> Fuel Authorized | <input type="checkbox"/> MWR |
| <input type="checkbox"/> Controlled Access Card (CAC) | <input type="checkbox"/> Govt Furnished Meals | <input type="checkbox"/> Primary Care |
| <input type="checkbox"/> Commissary | <input type="checkbox"/> Military Banking | <input type="checkbox"/> Resuscitative Care |
| <input type="checkbox"/> Dependents Authorized | <input type="checkbox"/> Military Clothing | <input type="checkbox"/> Transportation |
| <input type="checkbox"/> DFAC | <input type="checkbox"/> Military Exchange | |

Third-Country National (TCN) Employees

- | | | |
|---|---|--|
| <input type="checkbox"/> APO/FPO | <input type="checkbox"/> DoD | <input type="checkbox"/> Essential Mil Issue Equip |
| <input type="checkbox"/> Authorized Weapon | <input type="checkbox"/> Excess Baggage | <input type="checkbox"/> MILAIR |
| <input type="checkbox"/> Billeting | <input type="checkbox"/> Fuel Authorized | <input type="checkbox"/> MWR |
| <input type="checkbox"/> Controlled Access Card (CAC) | <input type="checkbox"/> Govt Furnished Meals | <input type="checkbox"/> Primary Care |
| <input type="checkbox"/> Commissary | <input type="checkbox"/> Military Banking | <input type="checkbox"/> Resuscitative Care |
| <input type="checkbox"/> Dependents Authorized | <input type="checkbox"/> Military Clothing | <input type="checkbox"/> Transportation |
| <input type="checkbox"/> DFAC | <input type="checkbox"/> Military Exchange | |

Local National (LN) Employees

- | | | |
|---|---|--|
| <input type="checkbox"/> APO/FPO | <input type="checkbox"/> DoD | <input type="checkbox"/> Essential Mil Issue Equip |
| <input type="checkbox"/> Authorized Weapon | <input type="checkbox"/> Excess Baggage | <input type="checkbox"/> MILAIR |
| <input type="checkbox"/> Billeting | <input type="checkbox"/> Fuel Authorized | <input type="checkbox"/> MWR |
| <input type="checkbox"/> Controlled Access Card (CAC) | <input type="checkbox"/> Govt Furnished Meals | <input type="checkbox"/> Primary Care |
| <input type="checkbox"/> Commissary | <input type="checkbox"/> Military Banking | <input type="checkbox"/> Resuscitative Care |
| <input type="checkbox"/> Dependents Authorized | <input type="checkbox"/> Military Clothing | <input type="checkbox"/> Transportation |
| <input type="checkbox"/> DFAC | <input type="checkbox"/> Military Exchange | |

(End of clause)

952.225-0009

MEDICAL SCREENING AND VACCINATION REQUIREMENTS FOR LOCALLY HIRED EMPLOYEES (MAR 2009)

(a) Contractors, and subcontractors at any tier shall ensure and provide satisfactory evidence that all locally hired employees, including Local National (LN), Third Country National, and U.S. employees, working on military have been screened for and do not currently have active tuberculosis (TB).

(1) Contractors may utilize a testing method of either a chest x-ray or TB skin test (TST).

- (i) Chest x-rays shall be taken and TBTs administered within 90 days prior to the start of employment.
- (ii) Screening may be performed either by a licensed medical provider from the local economy or by contractors' licensed medical staffs. Contractors shall maintain medical screening documentation and make it available to the Contracting Officer upon request.

(End of clause)

952.225-0008

SHIPPING INSTRUCTION FOR WEAPONS (MAR 2009)

- (a) All weapons shall be shipped with a complete serial number manifest that is included with the shipping documents (inventory, bill of lading, etc.).
- (b) All individual boxes or crates shall be numbered and correspond to a list annotated on the serial number manifest.
- (c) Each individual box or crate shall have a packing list both inside and outside the box. That packing list shall contain a list of the contents and the serial numbers for the weapons in that box or crate.
- (d) The contract number shall be listed on all serial number manifests and packing lists. All serial numbers shall be unique and non-recurring in any previous or future shipments. Shipments received with recurring serial numbers will not be accepted by the U.S. Government, and the contractor will be required to return the shipment at his own expense and replace with new weapons having non-recurring serial numbers.

(End of clause)

952.225-0007

MANDATORY SHIPPING INSTRUCTIONS (IRAQ) (JUL 2011)

- (a) United States Forces Iraq, Deputy Commanding General Advisory and Training (USF-I DCG A&T), is required to track supplies and materiel shipped into Iraq. Prompt notification of shipment movements and compliance with information requirements will assist in providing advance notice to the point of entry for all inbound shipments.
- (b) The "Customs Levy Exemption Form" will be reviewed by a Government of Iraq Representative. If the shipment qualifies for a levy exemption, the "Customs Levy Exemption Form" will be stamped and emailed back to the contractor. The stamped form must accompany every shipment for which a levy exemption is desired.

- (c) Upon contract award, the contractor/consignor shall provide the necessary logistical information required by USF-I DCG A&T /J4.

STEP 1:

- Upon contract award go to the following JCCS website:
- <https://www.jccs.gov/olvr/>

STEP 2:

- Select the "Miscellaneous Documents" item and then select the "New Levy Exemption Form"
- Complete the "New Levy Exemption Form".

STEP 3:

- Within 7 days of shipping; e-mail the following items: (1) completed "New Customs Levy Exemption Form", (2) a copy of the front page of the signed contract, and (3) the pages from the contract that describe the required supplies, equipment or end product to USF-I DCG A&T /J4 (Logistics) at Usf-i.j4.mmdmove@iraq.centcom.mil and Customs Officials at CMDbattlebox@iraq.centcom.mil, phone DSN: 318-485-2594/6224 or Commercial: 713-970-6140 (Rings in Iraq).

-- The "Customs Levy Exemption Form" will be reviewed by a Government of Iraq representative. If the shipment qualifies for a levy exemption, the "Customs Levy Exemption Form" will be stamped and emailed back to the contractor. The stamped form, airway bill/bill of lading, and manifests/packing documents must accompany every shipment for which a levy exemption is desired. All of these documents must list USF-I as the consignee/end user and the releasing agent as "GLOBAL FREIGHT SYSTEM."

- Complete a Form DD-250 form, Material Inspection and Receiving Report, and provide it and the invoice for the shipment with the cargo.

-- Commercial Air Shipments require (1) airway bills and (2) the "Customs Levy Exemption" form to be emailed to the USF-I J4 org box at Usf-i.j4.mmdmove@iraq.centcom.mil. Ensure that all shipping labels have **USF-I** and **ATTN: GLOBAL FREIGHT SYSTEM**.

- (d) It is the contractor's responsibility to provide all the requested information in sufficient time to allow coordination of required delivery. Failure to comply with these instructions may result in delaying the arrival of supplies and materiel at their final destinations.

- (e) Once material is shipped, the Contractor shall notify USF-I J4, within two business days, at email address: Usf-i.j4.mmdmove@iraq.centcom.mil.

(End of Clause)

952.225-0006

CONTRACT DELIVERY REQUIREMENTS (MAR 2009)

(a) **REQUIRED DELIVERY DATE:**

(b) **CONTRACTOR DELIVERY LOCATION:**

(c) **POINT-OF-CONTACT RESPONSIBLE FOR INSPECTION & ACCEPTANCE:**

Name:

JCC-I/A Acquisition Instruction (1 March 2009)

Phone No.: email:

(d) **FINAL DELIVERY DESTINATION:**

(e) **POINT-OF-CONTACT AT FINAL DESTINATION:**

Name:

Phone No.: email:

(f) **REQUIRING ACTIVITY:**

(End of Clause)

952.225-0005

MONTHLY CONTRACTOR CENSUS REPORTING (JUL 2011)

Contractor shall provide monthly employee census information to the Contracting Officer, by province, for this contract. Information shall be submitted either electronically or by hard-copy. Information shall be current as of the 25th day of each month and received by the Contracting Officer no later than the first day of the following month. The following information shall be provided for each province in which work was performed:

- (1) The total number (prime and subcontractors at all tiers) employees.
- (2) The total number (prime and subcontractors at all tiers) of U.S. citizens.
- (3) The total number (prime and subcontractors at all tiers) of local nationals (LN).
- (4) The total number (prime and subcontractors at all tiers) of third-country nationals (TCN).
- (5) Name of province in which the work was performed.
- (6) The names of all company employees who enter and update employee data in the Synchronized Pre-deployment & Operational Tracker (SPOT) IAW DFARS 252.225-7040 or DFARS DOD class deviation 2011-O0004.

(End of Clause)

952.225-0004

COMPLIANCE WITH LAWS AND REGULATIONS (MAR 2009)

- (a) The Contractor shall comply with, and shall ensure that its employees and its subcontractors and their employees, at all tiers, are aware of and obey all U.S. and Host Nation laws, Federal or DoD regulations, and Central Command orders and directives applicable to personnel in Iraq and Afghanistan, including but not limited to USCENCOM, Multi-National Force and Multi-National Corps operations and fragmentary orders, instructions, policies and directives.
- (b) Contractor employees shall particularly note all laws, regulations, policies, and orders restricting authority to carry firearms, rules for the use of force, and prohibiting sexual or aggravated assault. Contractor employees are subject to General Orders Number 1, as modified from time to time, including without limitation, their prohibition on privately owned firearms, alcohol, drugs, war souvenirs, pornography and photographing detainees, human casualties or military security measures.
- (c) Contractor employees may be ordered removed from secure military installations or the theater of operations by order of the senior military commander of the battle space for acts that disrupt good order and discipline or violate applicable laws, regulations, orders, instructions, policies, or directives. Contractors shall immediately comply with any such order to remove its contractor employee.
- (d) Contractor employees performing in the USCENCOM Area of Operations (AOR) may be subject to the jurisdiction of overlapping criminal codes, including, but not limited to, the Military Extraterritorial Jurisdiction Act (18 U.S.C. Sec. 3261, et al) (MEJA), the Uniform Code of Military Justice (10 U.S.C. Sec. 801, et al)(UCMJ), and the laws of the Host Nation. Non-US citizens may also be subject to the laws of their home country while performing in the USCENCOM AOR. Contractor employee status in these overlapping criminal jurisdictions may be modified from time to time by the United States, the Host Nation, or by applicable status of forces agreements.
- (e) Under MEJA, a person who engages in felony misconduct outside the United States while employed by or accompanying the Armed Forces is subject to arrest, removal and prosecution in United States federal courts. Under the UCMJ, a person serving with or accompanying the Armed Forces in the field during a declared war or contingency operation may be disciplined for a criminal offense, including by referral of charges to a General Court Martial. Contractor employees may be ordered into confinement or placed under conditions that restrict movement within the AOR or administratively attached to a military command pending resolution of a criminal investigation.
- (f) Contractors shall immediately notify military law enforcement and the Contracting Officer if they suspect an employee has committed an offense. Contractors shall take any and all reasonable and necessary measures to secure the presence of an employee suspected of a serious felony offense. Contractors shall not knowingly facilitate the departure of an employee suspected of a serious felony offense or violating the Rules of Use of Force to depart Iraq or Afghanistan without approval from the senior U.S. commander in the country.

(End of clause)

952.225-0003

FITNESS FOR DUTY AND MEDICAL/DENTAL CARE LIMITATIONS (NOV 2010)

- (a) The contractor shall perform the requirements of this contract notwithstanding the fitness for duty of deployed employees, the provisions for care offered under this section, and redeployment of individuals determined to be unfit. Contractor personnel who deploy for multiple tours, for more than 12 months total must be re-evaluated for fitness to deploy. An examination will remain valid for 15 months from the date of the physical. The contractor bears the responsibility for ensuring all employees are aware of the conditions and medical treatment available at the performance location. The contractor shall include this information and requirement in all subcontracts with performance in the theater of operations.
- (b) The contractor shall not deploy an individual with any of the following conditions unless approved by the appropriate CENTCOM Service Component (i.e. ARCENT, AFCENT, etc.) Surgeon: Conditions which prevent the wear of personal protective equipment, including protective mask, ballistic helmet, body armor, and chemical/biological protective garments; conditions which prohibit required theater immunizations or medications; conditions or current medical treatment or medications that contraindicate or preclude the use of chemical and biological protective's and antidotes; diabetes mellitus, Type I or II, on pharmacological therapy; symptomatic coronary artery disease, or with myocardial infarction within one year prior to deployment, or within six months of coronary artery bypass graft, coronary artery angioplasty, or stenting; morbid obesity (BMI \geq 40%); dysrhythmias or arrhythmias, either symptomatic or requiring medical or electrophysiological control; uncontrolled hypertension, current heart failure, or automatic implantable defibrillator; therapeutic anticoagulation; malignancy, newly diagnosed or under current treatment, or recently diagnosed/reated and requiring frequent subspecialist surveillance, examination, and/or laboratory testing; dental or oral conditions requiring or likely to require urgent dental care within six months' time, active orthodontic care, conditions requiring prosthodontic care, conditions with immediate restorative dentistry needs, conditions with a current requirement for oral-maxillofacial surgery; new onset (< 1 year) seizure disorder, or seizure within one year prior to deployment; history of heat stroke; Meniere's Disease or other vertiginous/motion sickness disorder, unless well controlled on medications available in theater; recurrent syncope, ataxias, new diagnosis (< 1 year) of mood disorder, thought disorder, anxiety, somatoform, or dissociative disorder, or personality disorder with mood or thought manifestations; unrepaired hernia; tracheotomy or aphonia; renalithiasis, current; active tuberculosis; pregnancy; unclosed surgical defect, such as external fixator placement; requirement for medical devices using AC power; HIV antibody positivity; psychotic and bipolar disorders. (Reference: Mod 10 to USCENTCOM Individual Protection and Individual/Unit Deployment Policy, Tab A: Amplification of the Minimal Standards of Fitness for Deployment to the CENTCOM AOR).
- (c) In accordance with military directives (DoDI 3020.41, DoDI 6000.11, CFC FRAGO 09-1038, DoD PGI 225.74), resuscitative care, stabilization, hospitalization at Level III (emergency) military treatment facilities and assistance with patient movement in emergencies where loss of life, limb or eyesight could occur will be provided. Hospitalization will be limited to emergency stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system. Subject to availability at the time of need, a medical treatment facility may provide reimbursable treatment for emergency medical or dental care such as broken bones, lacerations, broken teeth or lost fillings.

- (d) Routine and primary medical care is not authorized. Pharmaceutical services are not authorized for routine or known, routine prescription drug needs of the individual. Routine dental care, examinations and cleanings are not authorized.
- (e) Notwithstanding any other provision of the contract, the contractor shall be liable for any and all medically-related services or transportation rendered. To view reimbursement rates that will be charged for services at all DoD deployed medical facilities please go to the following website:
<http://comptroller.defense.gov/rates/fy2011.html> (change fiscal year as applicable).

(End of Clause)

952.225-0002

ARMED PERSONNEL INCIDENT REPORTS (JUL 2011)

- (a) All contractors and subcontractors in the United States Forces-Iraq (USF-I) or United States Forces-Afghanistan (USFOR-A) theater of operations shall comply with and shall ensure that their personnel supporting USF-I or USFOR-A forces are familiar with and comply with all applicable orders, directives, and instructions issued by the respective USF-I or USFOR-A Commanders relating to force protection and safety.
- (b) **IRAQ:** Contractors shall provide an initial report of all weapons firing incidents or any other serious incidents they or their contractors are involved in to USF-I Contractor Operations Cell (CONOC) as soon as practical, but not later than 4 hours after the incident. The contractor and its subcontractors at all tiers shall submit a written report to CONOC, the Contracting Officer (KO) within 96 hours of the incident. Interim reports shall be submitted between the initial and final report, when necessary to the CONOC at usfic3conoc@iraq.centcom.mil DSN 318-435-2369, UK# 0044 203 286 9851 or 0044 203 239 5894 or Skype: USFICONOC.
- (c) **AFGHANISTAN:** Contractors shall immediately report all incidents and use of weapons through their Contracting Officers Representative (CORs) who will notify the Contracting Officer. Contracting Officers are responsible to notify the SCO-A Chief of Operations and the SAR @ USFOR-A (SAR SHIFT DIRECTOR, DSN: 318-237-1761). Information should include: the name of the company, where the incident occurred, time when the incident occurred, a brief description of the events leading up to the incident, and a point of contact for the company. The SCO-A Chief of Operations in coordination with the SAR will issue guidance for further reporting requirements.
- (d) Contractors shall provide first aid and request MEDEVAC of injured persons, and remain available for U.S. or Coalition response forces, based upon the situation. In the event contractor personnel are detained by U.S. or Coalition Forces, prolonged detention due to lack of proper identification can be alleviated by contractor personnel possessing on their person information that includes the contractor's name, the contract number, a contractor management POC, and the phone number of the CONOC/SAR Watch. Contractor and subcontractor personnel shall carry their Letter of Authorization (LOA) on their person at all times.

(End of Clause)

952.225-0001

**ARMING REQUIREMENTS AND PROCEDURES FOR PERSONAL SECURITY SERVICES
CONTRACTORS AND FOR REQUESTS FOR PERSONAL PROTECTION (JUL 2011)**

(a) **General.** Contractor and its subcontractors at all tiers that require arming under this contract agree to obey all laws, regulations, orders, and directives applicable to the use of private security personnel in Iraq and Afghanistan, including U.S. CENTCOM, United States Forces - Iraq (USF-I) and United States Forces - Afghanistan (USFOR-A) Commander orders, instructions and directives. Contractors will ensure that all employees, including employees at any tier of subcontracting relationships, armed under the provisions of this contract, comply with the contents of this clause and with the requirements set forth in the following:

- (1) DODI 3020.50, *Private Security Contractors (PSCs) Operating in Contingency Operations*;
- (2) DODI 3020.41, *Program Management for Acquisition and Operational Contract Support in Contingency Operations*;
- (3) DFARS 252.225-7040, *Contractor Personnel Supporting a Force Deployed Outside the United States*;
- (4) Class Deviation 2011-O0004, Contractor Personnel in the United States Central Command Area of Responsibility
- (5) USFOR-A, FRAGO 11-128, *Outlines Management of Armed Contractors and Private Security Companies Operating in the Combined Joint Operations Area - Afghanistan (CJOA-A)*
- (6) USF-I OPORD 11-01, *Annex C, Appendix 20*
- (7) U.S. CENTCOM Policy and Delegation of Authority for Personal Protection and Contract Security Service Arming of DoD Civilian Personnel Dated 18 Jan 2011.

(b) **Required Contractor Documentation.** Contractors and their subcontractors at all tiers that require arming approval shall provide to the arming approval authority via the COR consistent documentation (signed and dated by the employee and employer as applicable) for each of their employees who will seek authorization to be armed under the contract as follows:

- (1) **Weapons Qualification/Familiarization.** All employees must meet the weapons qualification requirements on the requested weapon(s) established by any DoD or other U.S. government agency, Law of Armed Conflict (LOAC); Rules for the Use of Force (RUF), as defined in the U.S. CENTCOM Policy, dated 23 December 2005; and distinction between the above-prescribed RUF and the Rules of Engagement (ROE), which are applicable only to military forces.
- (2) Completed DD Form 2760 (or equivalent documentation) for each armed employee, indicating that the employee is not otherwise prohibited under U.S. law from possessing the required weapon or ammunition.
- (3) Written acknowledgement by the individual of the fulfillment of training responsibilities and the conditions for the authorization to carry firearms. This document includes the acknowledgement of the

distinctions between the ROE applicable to military forces and RUF that control the use of weapons by DoD civilians, DoD contractors and PSC's.

- (4) Written acknowledgement signed by both the armed employee and by a representative of the employing company that use of weapons could subject both the individual and company to U.S. and host nation prosecution and civil liability.
 - (5) A copy of the contract between the contractor's company and the U.S. Government that verifies the individual's employment and addresses the need to be armed.
 - (6) One (1) copy of a business license from the Iraqi or Afghani Ministry of Trade or Interior.
 - (7) One (1) copy of a license to operate as a PSC (or a temporary operating license) from the Ministry of Interior.
- (c) **Communication Plan.** The contractor will submit to the COR a communications plan that, at a minimum, sets forth the following:
- (1) The contractor's method of notifying military forces and requesting assistance where hostilities arise, combat action is needed or serious incidents have been observed.
 - (2) How relevant threat information will be shared between contractor security personnel and U.S. military forces.
 - (3) How the contractor will coordinate transportation with appropriate military authorities.
- (d) **Plan for Accomplishing Employee Vetting.** The contractor will submit to the COR an acceptable plan for vetting all contractor and subcontractor employees. The contractor shall, at a minimum, perform the following (which will be specifically addressed in its plan):
- (1) Local Nationals: Perform Local and National Agency background checks in accordance with Host Nation Government policies and protocols.
 - (2) Use one or more of the following sources when conducting the background checks on Third Country Nationals: Interpol, FBI, (2) Country of Origin Criminal Records, Country of Origin U.S. Embassy Information Request, CIA records.
 - (3) All local nationals and third country nationals will voluntarily submit to full biometric enrollment in accordance with theater biometric policies prior to submitting arming requests. All local nationals and third country nationals will voluntarily submit to routine biometric screening in accordance with local installation policies and procedures. The contractor will immediately notify the COR, local installation Force Protection agency and the theater arming approval authority of any individuals who are revealed as potential security risks during biometric processing.

- (4) The Contractor shall provide to the COR official written certification of candidate(s) suitability for employment. This certification may address multiple employees on a single certification but must clearly state each employee was vetted in accordance with the Contractor's plan for accomplishing employee vetting.
- (c) **Penalties for Non-Compliance.** Failure of contractor or subcontractor employee(s) to comply with the laws, regulations, orders, and rules (including those specified herein) governing the use of force, training, arming authorization, and incident reporting requirements may result in the revocation of weapons authorization for such employee(s). Where appropriate, such failure may also result in the total revocation of weapons authorization for the contractor (or subcontractor) and sanctions under the contract, including termination.
- (f) **Criminal and Civil Liability.** Arming of contractor or subcontractor employees under this contract may subject the contractor, its subcontractors, and persons employed by the same, to the civil and criminal jurisdiction of the U.S. and Host Nation. ~~Host Nation~~ refers to the nation or nations where services under this contract are performed.
- (g) **Lapses in Training or Authorization.** Failure to successfully retrain an employee who has been properly authorized to be armed under this contract within twelve (12) months of the last training date will constitute a lapse in the employee's authorization to possess and carry the weapon. All unauthorized employees will immediately surrender their weapon and authorization letter to the contractor and will remain unarmed until such time as they are retrained and newly approved by the arming authority. Additionally, the arming authority's authorization letter is valid for a maximum of twelve (12) months from the date of the prior letter (unless authorization is earlier invalidated by a lapse in training).
- (h) **Authorized Weapon & Ammunition Types.** Unless DCDRUSCENTCOM (or a designee) expressly provides otherwise, all arming requests and authorizations for contractor or subcontractor employees under this contract shall be limited to U.S. Government-approved weapons and ammunition. Notwithstanding Host Nation laws or regulations that would allow use of heavier weapons by contract security/PSC, all DoD security service / PSC contractors must have weapons approved by DCDRUSCENTCOM (or a designee) before use. This restriction applies to all weapons in the possession of contractor employees, even if such weapons are required for personal protection. The following weapons and ammunition are currently authorized by the U.S. Government for use in Iraq and Afghanistan:
- (1) The M9, M4, M16, or equivalent (e.g. .45 CAL, AK-47).
 - (2) The M9 or equivalent sidearm will be the standard personal protection weapon unless other weapons are specifically requested and approved.
 - (3) Standard authorized weapons are selectable fire semi-automatic weapons only. All Non-U.S. and Non-standard weapons must be submitted to the theater arming authority for review and approval. Non-standard weapons are classified as any machine gun, belt-fed or crew served weapon or any weapon utilizing ammunition greater than 7.62mm X 51mm NATO. Contractors must also provide scorecards and criteria for qualification appropriate to the Non-standard weapon's caliber.
 - (4) U.S. government Ball ammunition is the standard approved ammunition.

- (i) **Requirements for Individual Weapons Possession.** All employees of the contractor and its subcontractors at all tiers who are authorized to be armed under this contract must:
- (1) Possess only those U.S. Government-approved weapons and ammunition for which they are qualified under the training requirements of section (b) and subsequently authorized to carry.
 - (2) Carry weapons only when on duty or at a specific post (according to their authorization).
 - (3) Not conceal any weapons, unless specifically authorized.
 - (4) Carry proof of authorization to be armed. Employees not possessing such proof will be deemed unauthorized and must surrender their weapon to their employer.
 - (5) IAW USCENCOM G.O. #1, consumption of alcohol or use of any intoxicating substances which may impair judgment, medication or otherwise in Iraq or Afghanistan is prohibited. In the event of a suspension or an exception to G.O. #1, employees shall not consume any alcoholic beverage while armed or within eight (8) hours of the next work period when they will be armed. There are no circumstances under which a person will be authorized to consume any alcoholic beverage or use any judgment impairing substance when armed for personal protection.
- (j) **Weapons/Equipment Restrictions and Responsibilities.** Unless otherwise provided, the U.S. Government will not provide any weapons or ammunition to contractors, their subcontractors, or any employees of the same. The Contractor will provide all weapons and ammunition to those employees that will be armed under the contract. The contractor and its subcontractors at all tiers will also provide interceptor body armor, ballistic helmets, and the Nuclear, Biological, and Chemical (NBC) protective masks to those employees that require such equipment in the performance of their duties.
- (k) **Rules for the Use of Force (RUF).** In addition to the RUF and ROE training referenced in paragraph (b), the contractor and its subcontractors at all tiers will monitor and report all activities of its armed employees that may violate the RUF and/or otherwise trigger reporting requirements as serious incidents. Prompt reporting demonstrates a desire by the contractor and its subcontractors to minimize the impact of any violations and, therefore, will be given favorable consideration. Violations of the RUF include, though are not limited to:
- (1) Taking a direct part in hostilities or combat actions, other than to exercise self-defense.
 - (2) Failing to cooperate with Coalition and Host Nation forces.
 - (3) Using deadly force, other than in self-defense where there is a reasonable belief of imminent risk of death or serious bodily harm.
 - (4) Failing to use a graduated force approach.
 - (5) Failing to treat the local civilians with humanity or respect.
 - (6) Detaining local civilians, other than in self-defense or as reflected in the contract terms.

- (l) **Retention and Review of Records.** The Contractor and all subcontractors at all tiers shall maintain records on weapons training, LOAC, RUF and the screening of employees for at least six (6) months following the expiration (or termination) of the contract. The Contractor and its subcontractors at all tiers shall make these records available to the Contracting Officer or designated representative, at no additional cost to the government, within 72 hours of a request.
- (m) **Contractor Vehicles.** Vehicles used by contractor and subcontractor personnel in the course of their security duties shall not be painted or marked to resemble U.S./Coalition or host nation military and police force vehicles.
- (n) **Monthly Reporting.** The prime contractor will report monthly arming status to the Contracting Officer responsible for this contract, and any other organization designated by the Contracting Officer in accordance with theater policy and the timelines defined in the Performance Work Statement.

(End of Clause)

952.223-0001

REPORTING KIDNAPPINGS, SERIOUS INJURIES AND DEATHS (MAR 2009)

Contractors shall notify the Contracting Officer, as soon as practicable, whenever employee kidnappings, serious injuries or deaths occur.

Report the following information:

Contract Number
Contract Description & Location
Company Name

Reporting party:

Name
 Phone number
 e-mail address

Victim:

Name
 Gender (Male/Female)
 Age
 Nationality
 Country of permanent residence

Incident:

Description
 Location
 Date and time

Other Pertinent Information

*(End of clause)***952.222-0001****PROHIBITION AGAINST HUMAN TRAFFICKING, INHUMANE LIVING CONDITIONS, AND WITHHOLDING OF EMPLOYEE PASSPORTS (MAR 2009)**

- (a) All contractors (–contractors” refers to both prime contractors and all subcontractors at all tiers) are reminded of the prohibition contained in Title 18, United States Code, Section 1592, against knowingly destroying, concealing, removing, confiscating, or possessing any actual or purported passport or other immigration document, or any other actual or purported government identification document, of another person, to prevent or restrict or to attempt to prevent or restrict, without lawful authority, the person’s liberty to move or travel, in order to maintain the labor or services of that person, when the person is or has been a victim of a severe form of trafficking in persons.
- (b) Contractors are also required to comply with the following provisions:
- (1) Contractors shall only hold employee passports and other identification documents discussed above for the shortest period of time reasonable for administrative processing purposes.
 - (2) Contractors shall provide all employees with a signed copy of their employment contract, in English as well as the employee’s native language that defines the terms of their employment/compensation.
 - (3) Contractors shall not utilize unlicensed recruiting firms, or firms that charge illegal recruiting fees.
 - (4) Contractors shall be required to provide adequate living conditions (sanitation, health, safety, living space) for their employees. Fifty square feet is the minimum acceptable square footage of personal living space per employee. Upon contractor’s written request, contracting officers may grant a waiver in writing in cases where the existing square footage is within 20% of the minimum, and the overall conditions are determined by the contracting officer to be acceptable. A copy of the waiver approval shall be maintained at the respective life support area.
 - (5) Contractors shall incorporate checks of life support areas to ensure compliance with the requirements of this Trafficking in Persons Prohibition into their Quality Control program, which will be reviewed within the Government’s Quality Assurance process.
 - (6) Contractors shall comply with international laws regarding transit/exit/entry procedures, and the requirements for work visas. Contractors shall follow all Host Country entry and exit requirements.
- (c) Contractors have an affirmative duty to advise the Contracting Officer if they learn of their employees violating the human trafficking and inhumane living conditions provisions contained herein. Contractors are advised that contracting officers and/or their representatives will conduct random checks to ensure contractors and subcontractors at all tiers are adhering to the law on human trafficking, humane living conditions and withholding of passports.

- (d) The contractor agrees to incorporate the substance of this clause, including this paragraph, in all subcontracts under his contract.

(End of clause)

252.225-7040

CONTRACTOR PERSONNEL AUTHORIZED TO ACCOMPANY U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES (JUN 2011)

(a) *Definitions.* As used in this clause

~~“Combatant Commander”~~ means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

~~“Designated operational area”~~ means a geographic area designated by the combatant commander or subordinate joint force commander for the conduct or support of specified military operations.

~~“Law of war”~~ means that part of international law that regulates the conduct of armed hostilities. The law of war encompasses all international law for the conduct of hostilities binding on the United States or its individual citizens, including treaties and international agreements to which the United States is a party, and applicable customary international law.

~~“Subordinate joint force commander”~~ means a sub-unified commander or joint task force commander.

(b) *General.*

(1) This clause applies when Contractor personnel are authorized to accompany U.S. Armed Forces deployed outside the United States in—

- (i) Contingency operations;
- (ii) Humanitarian or peacekeeping operations; or
- (iii) Other military operations or military exercises, when designated by the Combatant Commander.

(2) Contract performance in support of U.S. Armed Forces deployed outside the United States may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) Contractor personnel are civilians accompanying the U.S. Armed Forces.

- (i) Except as provided in paragraph (b)(3)(ii) of this clause, Contractor personnel are only authorized to use deadly force in self-defense.

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- (ii) Contractor personnel performing security functions are also authorized to use deadly force when such force reasonably appears necessary to execute their security mission to protect assets/persons, consistent with the terms and conditions contained in their contract or with their job description and terms of employment.
- (iii) Unless immune from host nation jurisdiction by virtue of an international agreement or international law, inappropriate use of force by contractor personnel authorized to accompany the U.S. Armed Forces can subject such personnel to United States or host nation prosecution and civil liability (see paragraphs (d) and (j)(3) of this clause).

(4) Service performed by Contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) *Support.*

(1)

- (i) The Combatant Commander will develop a security plan for protection of Contractor personnel in locations where there is not sufficient or legitimate civil authority, when the Combatant Commander decides it is in the interests of the Government to provide security because
 - (A) The Contractor cannot obtain effective security services;
 - (B) Effective security services are unavailable at a reasonable cost; or
 - (C) Threat conditions necessitate security through military means.
- (iii) The Contracting Officer shall include in the contract the level of protection to be provided to Contractor personnel.
- (iv) In appropriate cases, the Combatant Commander may provide security through military means, commensurate with the level of security provided DoD civilians.

(2)

- (i) Generally, all Contractor personnel authorized to accompany the U.S. Armed Forces in the designated operational area are authorized to receive resuscitative care, stabilization, hospitalization at level III military treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.
- (ii) When the Government provides medical treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

- (iii) Medical or dental care beyond this standard is not authorized unless specified elsewhere in this contract.
- (3) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the designated operational area under this contract.
- (4) Contractor personnel must have a Synchronized Pre-deployment and Operational Tracker (SPOT)-generated letter of authorization signed by the Contracting Officer in order to process through a deployment center or to travel to, from, or within the designated operational area. The letter of authorization also will identify any additional authorizations, privileges, or Government support that Contractor personnel are entitled to under this contract.

(d) Compliance with laws and regulations.

- (1) The Contractor shall comply with, and shall ensure that its personnel authorized to accompany U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable—
 - (i) United States, host country, and third country national laws;
 - (ii) Provisions of the law of war, as well as any other applicable treaties and international agreements;
 - (iii) United States regulations, directives, instructions, policies, and procedures; and
 - (iv) Orders, directives, and instructions issued by the Combatant Commander, including those relating to force protection, security, health, safety, or relations and interaction with local nationals.
- (2) The Contractor shall institute and implement an effective program to prevent violations of the law of war by its employees and subcontractors, including law of war training in accordance with paragraph (e)(1)(vii) of this clause.
- (3) The Contractor shall ensure that contractor employees accompanying U.S. Armed Forces are aware—
 - (i) Of the DoD definition of “sexual assault” in DoD 6495.01, Sexual Assault Prevention and Response Program;
 - (ii) That many of the offenses addressed by the definition are covered under the Uniform Code of Military Justice (see paragraph (e)(2)(iv) of this clause); and
 - (iii) That the offenses not covered by the Uniform Code of Military Justice may nevertheless have consequences to the contractor employees (see paragraph (h)(1) of this clause).

(c) Pre-deployment requirements.

(1) The Contractor shall ensure that the following requirements are met prior to deploying personnel authorized to accompany U.S. Armed Forces. Specific requirements for each category may be specified in the statement of work or elsewhere in the contract.

- (i) All required security and background checks are complete and acceptable.
- (ii) All deploying personnel meet the minimum medical screening requirements and have received all required immunizations as specified in the contract. The Government will provide, at no cost to the Contractor, any theater-specific immunizations and/or medications not available to the general public.
- (iii) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit a designated operational area and have a Geneva Conventions identification card, or other appropriate DoD identity credential, from the deployment center. Any Common Access Card issued to deploying personnel shall contain the access permissions allowed by the letter of authorization issued in accordance with paragraph (c)(4) of this clause.
- (iv) Special area, country, and theater clearance is obtained for personnel. Clearance requirements are in DoD Directive 4500.54, Official Temporary Duty Abroad, and DoD 4500.54-G, DoD Foreign Clearance Guide. Contractor personnel are considered non-DoD personnel traveling under DoD sponsorship.
- (v) All personnel have received personal security training. At a minimum, the training shall—
 - (A) Cover safety and security issues facing employees overseas;
 - (B) Identify safety and security contingency planning activities; and
 - (C) Identify ways to utilize safety and security personnel and other resources appropriately.
- (vi) All personnel have received isolated personnel training, if specified in the contract, in accordance with DoD Instruction 1300.23, Isolated Personnel Training for DoD Civilian and Contractors.
- (vii) Personnel have received law of war training as follows:
 - (A) Basic training is required for all Contractor personnel authorized to accompany U.S. Armed Forces deployed outside the United States. The basic training will be provided through—
 - (1) A military-run training center; or
 - (2) A web-based source, if specified in the contract or approved by the Contracting Officer.

(B) Advanced training, commensurate with their duties and responsibilities, may be required for some Contractor personnel as specified in the contract.

(I) The Contractor shall notify all personnel who are not a host country national, or who are not ordinarily resident in the host country, that

- (viii) Such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States in accordance with the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3621, *et seq.*);
- (ix) Pursuant to the War Crimes Act (18 U.S.C. 2441), Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime when committed by a civilian national of the United States;
- (x) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of U.S. diplomatic, consular, military or other U.S. Government missions outside the United States (18 U.S.C. 7(9)); and
- (xi) In time of declared war or a contingency operation, Contractor personnel authorized to accompany U.S. Armed Forces in the field are subject to the jurisdiction of the Uniform Code of Military Justice under 10 U.S.C. 802(a)(10).

(f) *Processing and departure points.* Deployed Contractor personnel shall—

- (1) Process through the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of Contractor personnel and to ensure that all deployment requirements are met, including the requirements specified in paragraph (e)(1) of this clause;
- (2) Use the point of departure and transportation mode directed by the Contracting Officer; and
- (3) Process through a Joint Reception Center (JRC) upon arrival at the deployed location. The JRC will validate personnel accountability, ensure that specific designated operational area entrance requirements are met, and brief Contractor personnel on theater-specific policies and procedures.

(g) *Personnel data.*

- (1) The Contractor shall enter before deployment and maintain data for all Contractor personnel that are authorized to accompany U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause. The Contractor shall use the Synchronized Pre-deployment and Operational Tracker (SPOT) web-based system, at <http://www.dod.mil/bta/products/spot.html>, to enter and maintain the data.

- (2) The Contractor shall ensure that all employees in the database have a current DD Form 93, Record of Emergency Data Card, on file with both the Contractor and the designated Government official. The Contracting Officer will inform the Contractor of the Government official designated to receive this data card.

(h) *Contractor personnel.*

- (1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.
- (2) The Contractor shall have a plan on file showing how the Contractor would replace employees who are unavailable for deployment or who need to be replaced during deployment. The Contractor shall keep this plan current and shall provide a copy to the Contracting Officer upon request. The plan shall—
 - (i) Identify all personnel who are subject to military mobilization;
 - (ii) Detail how the position would be filled if the individual were mobilized; and
 - (iii) Identify all personnel who occupy a position that the Contracting Officer has designated as mission essential.
- (4) Contractor personnel shall report to the Combatant Commander or a designee, or through other channels such as the military police, a judge advocate, or an inspector general, any suspected or alleged conduct for which there is credible information that such conduct—
 - (i) Constitutes violation of the law of war; or
 - (ii) Occurred during any other military operations and would constitute a violation of the law of war if it occurred during an armed conflict.

(i) *Military clothing and protective equipment.*

- (1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized in writing by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must—
 - (i) Wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures; and
 - (ii) Carry the written authorization with them at all times.

- (2) Contractor personnel may wear military-unique organizational clothing and individual equipment (OCIE) required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.
- (3) The deployment center, or the Combatant Commander, shall issue OCIE and shall provide training, if necessary, to ensure the safety and security of Contractor personnel.
- (4) The Contractor shall ensure that all issued OCIE is returned to the point of issue, unless otherwise directed by the Contracting Officer.

(f) Weapons

- (1) If the Contractor requests that its personnel performing in the designated operational area be authorized to carry weapons, the request shall be made through the Contracting Officer to the Combatant Commander, in accordance with DoD Instruction 3020.41, paragraph 6.3.4.1 or, if the contract is for security services, paragraph 6.3.5.3. The Combatant Commander will determine whether to authorize in-theater Contractor personnel to carry weapons and what weapons and ammunition will be allowed.
- (2) If the Contracting Officer, subject to the approval of the Combatant Commander, authorizes the carrying of weapons
 - (i) The Contracting Officer may authorize the Contractor to issue Contractor-owned weapons and ammunition to specified employees; or
 - (ii) The *[Contracting Officer to specify the appropriate individual, e.g., Contracting Officer's Representative, Regional Security Officer]* may issue Government-furnished weapons and ammunition to the Contractor for issuance to specified Contractor employees.
- (3) The Contractor shall ensure that its personnel who are authorized to carry weapons
 - (i) Are adequately trained to carry and use them—
 - (A) Safely;
 - (B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander; and
 - (C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;
 - (ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and
 - (iii) Adhere to all guidance and orders issued by the Combatant Commander regarding possession, use, safety, and accountability of weapons and ammunition.

- (4) Whether or not weapons are Government-furnished, all liability for the use of any weapon by Contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.
- (5) Upon redeployment or revocation by the Combatant Commander of the Contractor's authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.
- (k) Vehicle or equipment licenses.* Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the designated operational area.
- (l) Purchase of scarce goods and services.* If the Combatant Commander has established an organization for the designated operational area whose function is to determine that certain items are scarce goods or services, the Contractor shall coordinate with that organization local purchases of goods and services designated as scarce, in accordance with instructions provided by the Contracting Officer.
- (m) Evacuation.*
 - (1) If the Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national Contractor personnel.
 - (2) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.
- (n) Next of kin notification and personnel recovery.*
 - (1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is isolated, missing, detained, captured, or abducted.
 - (2) In the case of isolated, missing, detained, captured, or abducted Contractor personnel, the Government will assist in personnel recovery actions in accordance with DoD Directive 3002.01E, Personnel Recovery in the Department of Defense.
- (o) Mortuary affairs.* Mortuary affairs for Contractor personnel who die while accompanying the U.S. Armed Forces will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.
- (p) Changes.* In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in the place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph (p) shall be subject to the provisions of the Changes clause of this contract.

(q) *Subcontracts.* The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts when subcontractor personnel are authorized to accompany U.S. Armed Forces deployed outside the United States in—

- (1) Contingency operations;
- (2) Humanitarian or peacekeeping operations; or
- (3) Other military operations or military exercises, when designated by the Combatant Commander.

(End of clause)

952.236-0001

**ELECTRICAL AND STRUCTURAL BUILDING STANDARDS FOR CONSTRUCTION PROJECTS
(JUL 2011)**

- (a) The standards set forth herein are the minimum requirements for the contract. These standards must be followed unless a more stringent standard is specifically included. In such case the most stringent standard shall be required for contract acceptance.
- (b) The contractor, in coordination with the Contracting Officer, Base Camp Mayor, Base/Unit Engineers, and requiring activity shall evaluate, upgrade, build, and/or refurbish buildings to a safe and livable condition. This work may include refurbishment, construction, alterations, and upgrades. All work shall be in accordance with accepted standards of quality.
- (c) As dictated by the Unified Facilities Criteria (UFC) the contract shall meet:
 - (1) ~~the~~ minimum requirements of United States' National Fire Protection Association (NFPA) 70,
 - (2) 2011 National Electrical Code (NEC),
 - (3) American National Standards Institute (ANSI) C2, and
 - (4) United States' National Electrical Safety Code (NESC).
- (d) These standards must be met when it is reasonable to do so with available materials. When conditions dictate deviation, then provisions within the International Electrical Code (IEC) or British Standard (BS 7671) shall be followed. Any deviations from the above necessary to reflect market conditions, shall receive prior written approval from a qualified engineer and the Contracting Officer.
- (e) The following internet links provide access to some of these standards:

UFC: http://www.wbdg.org/ccb/browse_cat.php?o=29&c=4

NFPA 70: <http://www.nfpa.org>

NESC: <http://www.standards.ieee.org/nesc>

(End of Clause)

II.28 TECHNICAL EXPERT STATUS ACCREDITATION (TESA) / ANALYTICAL SUPPORT STATUS ACCREDITATION PACKAGES

Per the US Army in Europe website, the Army in Europe Regulation 715-9 entitled “Contractor Personnel in Germany – Technical Expert, Troop Care, and Analytical Support Personnel”, dated 10 September 2009 is hereby incorporated into Section H-5. This regulation can be found at www.pcr.hqusareur.army.mil/cpd/docper/pdf_files/acr715_9.pdf

Regarding personnel located in Italy, the “Civilian Personnel Accreditation Procedures in the Republic of Italy” are also hereby incorporated into Section II-5. These procedures are an annex to the “Fri-Component Directive for Italy on Personal Property, Rationed Goods, Motor Vehicles and Drivers’ License, Civilian Component and Technical Representative Status” dated 20 February 2004. These procedures may be found at www.pcr.hqusareur.army.mil/cpd/docper/Italy/Italydefault.aspx.

These regulations are IAW Article 72 and 73 of the Supplementary Agreement (SA) to the NATO Status of Forces Agreement (SOFA).

H.29 INVITED CONTRACTOR TECHNICAL REPRESENTATIVE STATUS UNDER U.S. - REPUBLIC OF KOREA (ROK)

Invited Contractor (IC) and Technical Representative (TR) status shall be governed by the U.S.-ROK Status of Forces Agreement (SOFA) as implemented by United States Forces Korea (USFK) Reg 700-19, which can be found under the “publications” tab on the US Forces Korea homepage <http://www.usfk.mil>

A. Definitions. As used in this clause:

- (1) “U.S. – ROK Status of Forces Agreement” (SOFA) means the Mutual Defense Treaty between the Republic of Korea and the U.S. of America, Regarding Facilities and Areas and the Status of U.S. Armed Forces in the Republic of Korea, as amended
- (2) “Combatant Commander” means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161. In Korea, the Combatant Commander is the Commander, United States Pacific Command.
- (3) “United States Forces Korea” (USFK) means the subordinate unified command through which US forces would be sent to the Combined Forces Command fighting components.
- (4) “Commander, United States Forces Korea” (COMUSK) means the commander of all U.S. forces present in Korea. In the Republic of Korea, COMUSK also serves as Commander, Combined Forces Command (CDR CFC) and Commander, United Nations Command (CDR UNC).

- (5) ~~USFK~~, Assistant Chief of Staff, Acquisition Management" (USFK/FKAQ) means the principal staff office to USFK for all acquisition matters and administrator of the U.S.-ROK SOFA as applied to US and Third Country contractors under the Invited Contractor (IC) and Technical Representative (TR) Program (USFK Reg 700-19).
- (6) ~~Responsible Officer (RO)~~" means a senior DOD employee (such as a military E5 and above or civilian GS-7 and above), appointed by the USFK Sponsoring Agency (SA), who is directly responsible for determining and administering appropriate logistics support for IC/TRs during contract performance in the ROK.
- B. IC or TR status under the SOFA is subject to the written approval of USFK, Assistant Chief of Staff, Acquisition Management (FKAQ), Unit #15237, APO AP 96205-5237.
- C. The contracting officer will coordinate with HQ USFK/FKAQ, IAW FAR 25.8, and USFK Reg 700-19. FKAQ will determine the appropriate contractor status under the SOFA and notify the contracting officer of that determination.
- D. Subject to the above determination, the contractor, including its employees and lawful dependents, may be accorded such privileges and exemptions under conditions and limitations as specified in the SOFA and USFK Reg 700-19. These privileges and exemptions may be furnished during the performance period of the contract, subject to their availability and continued SOFA status. Logistics support privileges are provided on an as-available basis to properly authorized individuals. Some logistics support may be issued as Government Furnished Property or transferred on a reimbursable basis.
- E. The contractor warrants and shall ensure that collectively, and individually, its officials and employees performing under this contract will not perform any contract, service, or other business activity in the ROK, except under U.S. Government contracts and that performance is IAW the SOFA.
- F. The contractor's direct employment of any Korean-National labor for performance of this contract shall be governed by ROK labor law and USFK regulation(s) pertaining to the direct employment and personnel administration of Korean National personnel.
- G. The authorities of the ROK have the right to exercise jurisdiction over invited contractors and technical representatives, including contractor officials, employees and their dependents, for offenses committed in the ROK and punishable by the laws of the ROK. In recognition of the role of such persons in the defense of the ROK, they will be subject to the provisions of Article XXII, SOFA, related Agreed Minutes and Understandings. In those cases in which the authorities of the ROK decide not to exercise jurisdiction, they shall notify the U.S. military authorities as soon as possible. Upon such notification, the military authorities will have the right to exercise jurisdiction as is conferred by the laws of the U.S.
- H. Invited contractors and technical representatives agree to cooperate fully with the USFK Sponsoring Agency (SA) and Responsible Officer (RO) on all matters pertaining to logistics support and theater training requirements. Contractors will provide the assigned SA prompt and accurate reports of changes in employee status as required by USFK Reg 700-19.
- I. Theater Specific Training. Training Requirements for IC/TR personnel shall be conducted in accordance with USFK Reg 350-2 Theater Specific Required Training for all Arriving Personnel and Units Assigned to,

Rotating to, or in Temporary Duty Status to USFK. IC/TR personnel shall comply with requirements of USFK Reg 350-2.

- J. Except for contractor air crews flying Air Mobility Command missions, all U.S. contractors performing work on USAF classified contracts will report to the nearest Security Forces Information Security Section for the geographical area where the contract is to be performed to receive information concerning local security requirements.
- K. Invited Contractor and Technical Representative status may be withdrawn by USFK/FKAQ upon:
 - (1) Completion or termination of the contract.
 - (2) Determination that the contractor or its employees are engaged in business activities in the ROK other than those pertaining to U.S. armed forces.
 - (3) Determination that the contractor or its employees are engaged in practices in contravention to Korean law or USFK regulations.
- L. It is agreed that the withdrawal of invited contractor or technical representative status, or the withdrawal of, or failure to provide any of the privileges associated therewith by the U.S. and USFK, shall not constitute grounds for excusable delay by the contractor in the performance of the contract and will not justify or excuse the contractor defaulting in the performance of this contract. Furthermore, it is agreed that withdrawal of SOFA status for reasons outlined in USFK Reg 700-19, Section II, paragraph 6 shall not serve as a basis for the contractor filing any claims against the U.S. or USFK. Under no circumstance shall the withdrawal of SOFA Status or privileges be considered or construed as a breach of contract by the U.S. Government.
- M. Support.
 - (1) Unless the terms and conditions of this contract place the responsibility with another party, the USFK will develop a security plan to provide protection, through military means, of Contractor personnel engaged in the theater of operations when sufficient or legitimate civilian authority does not exist.
- N. All Contractor personnel engaged in the theater of operations are authorized resuscitative care, stabilization, hospitalization at level III military treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.
 - (2) When the Government provides medical or emergency dental treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.
 - (3) Medical or dental care beyond this standard is not authorized unless specified elsewhere in this contract.
- O. Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the theater of operations under this contract.

P. Compliance with laws and regulations. The Contractor shall comply with, and shall ensure that its personnel supporting U.S Armed Forces in the Republic of Korea as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable—

- (1) United States, host country, and third country national laws;
- (2) Treaties and international agreements;
- (3) United States regulations, directives, instructions, policies, and procedures; and
- (4) Orders, directives, and instructions issued by the USFK relating to force protection, security, health, safety, or relations and interaction with local nationals. Included in this list are force protection advisories, health advisories, area (i.e. "off-limits"), prostitution and human trafficking and curfew restrictions.

Q. Vehicle or equipment licenses. IAW USFK Regulation 190-1, Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the theater of operations. All contractor employees/dependents must have either a Korean driver's license or a valid international driver's license to legally drive on Korean roads, and must have a USFK driver's license to legally drive on USFK installations. Contractor employees/dependents will first obtain a Korean driver's license or a valid international driver's license then obtain a USFK driver's license.

R. Evacuation.

(1) If the USFK orders a non-mandatory or mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national contractor personnel.

(2) Non-combatant Evacuation Operations (NEO).

- a. The contractor shall designate a representative to provide contractor personnel and dependents information to the servicing NEO warden as required by direction of the Responsible Officer.
- b. If contract period of performance in the Republic of Korea is greater than six months, non emergency essential contractor personnel and all IC/TR dependents shall participate in at least one USFK sponsored NEO exercise per year.

(3) Next of kin notification and personnel recovery.

- a. The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is missing, captured, or abducted.
- b. In the case of missing, captured, or abducted contractor personnel, the Government will assist in personnel recovery actions in accordance with DOD Directive 2310.2, Personnel Recovery.
- c. IC/TR personnel shall accomplish Personnel Recovery/Survival, Evasion, Resistance and Escape (PR/SERE) training in accordance with USFK Reg 525-40, Personnel Recovery.

- d. Procedures and USFK Reg 350-2 Theater Specific Required Training for all Arriving Personnel and Units Assigned to, Rotating to, or in Temporary Duty Status to USFK.
- (4) Mortuary affairs. Mortuary affairs for contractor personnel who die while providing support in the theater of operations to U.S. Armed Forces will be handled in accordance with DOD Directive 1300.22, Mortuary Affairs Policy and Army Regulation 638-2, Care and Disposition of Remains and Disposition of Personal Effects.
- (5) USFK Responsible Officer (RO). The USFK appointed RO will ensure all IC/TR personnel complete all applicable training as outlined in this clause.

H.30 KEY PERSONNEL/REPLACEMENT OF CONTRACTOR PERSONNEL ON THE CONTRACT AND TASK ORDERS

CONTRACT

- A. The Program Manager shall have full authority to commit the Contractor on matters concerning the contract, including: hiring, firing and assigning personnel; and taking all actions necessary to ensure contract compliance and proper performance on assigned task orders.
- B. The Program Manager shall be available as necessary to respond promptly and fully to the Government's requirements. Depending on future contract requirements, it may be necessary to add Group Manager(s) to serve locations not readily accessible to the Program Manager. Group Manager(s) shall not be subcontracted personnel.
- C. The Government shall not compensate the Contractor for either the Program Manager or the Group Manager(s) as hourly-rate contract line items. The Program Manager and the Group Manager(s) shall be available for assignment to this contract on the effective date of the award of the contract and remain in their respective positions a minimum of twelve months. The Government retains all key management decisions, which call for the exercise of personal judgment and discretion on behalf of the Government.
- D. Employment and staffing difficulties shall not be justification for the Contractor's failure to meet established schedules, and if such difficulties impair performance, the Contractor may be subject to default.
- E. Key Personnel substitutions shall not normally be permitted unless such substitutions are necessitated by an individual's sudden illness, death, termination of employment, changed work requirements, or substandard employee performance. All proposed substitutions of Key Personnel shall be submitted, in writing, at least 120 days prior to the substitution. The Contractor shall submit all proposed substitutions of Key Personnel to the C/O for approval. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitution.

TASK ORDERS

- A. The key personnel specified in this contract are considered to be essential to the work being performed hereunder. The Contractor shall designate persons as Key Personnel for the contract itself or for individual task orders if appropriate. In the event that Key Personnel are required for a task order, the names of the personnel shall be designated on the task order. Prior to diverting any of the specified individuals to other programs, the Contractor shall also submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program.
- B. The Contractor shall appoint one Program Manager and a back-up manager, who will be the Contractor's authorized contact point with the CO, COR, and the supervisor for Contractor personnel assigned to this contract.
- C. Employment and staffing difficulties shall not be justification for the Contractor's failure to meet established schedules, and if such difficulties impair performance, the Contractor may be subject to default.
- D. Key Personnel substitutions shall not normally be permitted unless such substitutions are necessitated by an individual's sudden illness, death, termination of employment, changed work requirements, or substandard employee performance. All proposed substitutions of Key Personnel shall be submitted, in writing, at least 120 days prior to the substitution. The Contractor shall submit a written request for substitution on a task order to the COR for approval. The task order file shall be documented with the approved change. When the Contractor becomes aware that a task order employee will be, or is unavailable to work under this contract for a continuous period exceeding ten working days, the Contractor shall immediately notify the appropriate Government representative, e.g., the site COR, and replace such personnel on the eleventh (11th) working day if approved by the COR. The Contractor shall provide personnel who meet or exceed the contractual requirements identified in the task order. Replacement personnel shall be coordinated with the COR prior to assignment.

H.31 ACCESS TO GOVERNMENT INFORMATION SYSTEMS

- A. During performance under the task orders, the contractor may require access to Government information systems. These systems may include proprietary, sensitive, or classified information.
- B. In addition to meeting the specific requirements for access to the specific systems or databases, the contractor shall ensure that all employees requiring access to Government systems meet the security requirements as outlined in the DD Form 254 attached to the contract as well as any other contract provision or attachment.

H.32 PROTECTION OF INFORMATION AND NONDISCLOSURE AGREEMENTS (JULY 2006)

- A. Definitions. As used in this clause only:
 - (1) Protected Information and Computer Software. Unless specifically excluded by paragraph (2), all information and computer software, in any form or media, that in the course of performing work under this contract are disclosed to the Contractor, its subcontractors, or their employees, or to which those persons otherwise are given access to, by (i) DIA, (ii) other Government Agencies, (iii) foreign governments or (iv) other contractors while directly supporting DIA, which is accompanied by written legends identifying use or

disclosure restrictions or disclosed under circumstances that the Contractor knows are subject to use or disclosure restrictions established in writing by the Government.

(2) Protected Information and Computer Software does not include information that

- a. Has been released to the general public through no action of the undersigned in breach of this agreement or through no action of any other party in breach of any other obligation of confidentiality owing to the Government or the owner of the protected information or computer software.
- b. Has been lawfully obtained by the recipient outside the course of the performance of this contract.
- c. Has been properly licensed or provided directly by the owner (or other authorized source) of the information or computer software to the recipient to the extent so licensed or provided.
- d. Is owned by the recipient or was developed independently of the disclosure hereunder.
- e. Has been used or disclosed by the recipient in response to an order of a court or administrative body of competent jurisdiction to the extent permitted by that authority.
- f. Has been disclosed to the recipient by the Government who has explicitly authorized the recipient to use or disclose the information for another purpose, to the extent so authorized.

(3) Use and disclosure restrictions. The contractor must use and disclose Protected Information and Computer Software only as necessary for the performance of the requirements of this contract. Protected Information and Computer Software may not be used or disclosed for any other purpose, including bid or proposal preparation or business marketing, without the written approval of the Contracting Officer. Furthermore, unless otherwise directed by the Contracting Officer, the Contractor shall comply with all restrictions set forth in any legends, licenses or instructions provided to the Contractor or accompanying Protected Information and Computer Software or other written directives of the Government known to the Contractor. The use and disclosure obligations imposed by this paragraph shall expire as follows:

- a. There shall be no expiration date for the following Protected Information and Computer Software:
 - i. Technical data or computer software containing Limited Rights, Restricted Rights, Government Purpose Rights, Special License Rights, or Unlimited Rights legends;
 - ii. Information or software marked Limited Distribution (LIMDIS);
 - iii. Information or software marked Source Selection Information;
 - iv. Contract proposal information marked pursuant to FAR 52.215-1(e) limiting its use for proposal evaluation purposes only;
 - v. Information and computer software marked Contractor Proprietary or a similar legend;
 - vi. Data known by the contractor to be protected by the Privacy Act; and

- vii. Information and software marked For Official Use Only (FOUO).
- b. For other information or software accompanied at time of disclosure by a written legend identifying use or disclosure restriction time periods, the expiration date must be as stated in or derived from the legend.
 - i. For all other Protected Information and Computer Software, the expiration date shall be 3 years from the date the information or software is first disclosed to the contractor.
- c. Unauthorized use or disclosure. The Contractor shall immediately notify the Contracting Officer of any unauthorized use or disclosure known by the Contractor of Protected Information and Computer Software in violation of the obligations contained in this clause.
- d. Disposition. At the conclusion of performance of work under this contract, the Contractor shall immediately return to the Government all Protected Information and Computer Software in its possession. Furthermore, if an employee of the Contractor who has access to Protected Information and Computer Software is terminated or reassigned and thus is no longer performing work under this contract, the Contractor shall immediately return all Protected Information and Computer Software in the employee's possession. Moreover, if a Contractor's employee is dedicated to support a specific DIA Office or Directorate or DIA program under this contract, but is subsequently reassigned to support another DIA Office or Directorate or DIA program under this contract, the Contractor shall immediately return all ~~protected information or computer software~~ in the employee's possession previously furnished by the prior DIA Office or Directorate or DIA program. In lieu of returning Protected Information and Computer Software, the Contracting Officer or Contracting Officer's representative may authorize the destruction of the information or the transfer of the information to another employee of the Contractor working under the contract. Finally, this clause shall not be interpreted as preventing the Contractor from retaining records required by statutes or other clauses of this contract, such as FAR 52.215-2 Audit and Records Negotiations.
- e. Third party beneficiaries. This clause is executed for the benefit of the Government and the owners of Protected Information and Computer software. The Government and the owners of Protected Information and Computer Software (and their delegates, successors and assignees) are third party beneficiaries of the above obligations who may have additional legal rights not specified in this clause.
- f. Duration. The above obligations imposed by this clause shall survive the termination or completion of this contract.
- g. Classified information. This clause is in addition to and in no manner abrogates requirements, obligations or remedies regarding the protection of classified information and does not supersede the requirements of any laws, regulations, other directives or nondisclosure agreements regarding classified information.

- h. Other restrictions. This agreement does not abrogate any other obligations currently placed upon the Contractor or which may be imposed upon the Contractor in the future by the Government or other persons; or remedies afforded those persons regarding those obligations.
- i. Nondisclosure agreements. The Contractor shall require and ensure that each of its employees who may receive or be given access to Protected Information and Computer Software signs the nondisclosure agreement attached at Section J of this contract prior to the employee performing work under this contract covered by the nondisclosure agreement. The Contractor shall maintain copies of signed nondisclosure agreements for a period of at least three years after final payment under this contract. At the direction of the Contracting Officer, the Contractor shall make those agreements available for inspection by the Contracting Officer and furnish the Contracting Officer copies of those agreements at no additional cost to the Government if requested by the Contracting Officer.
- j. The contractor must include the substance of this clause in all subcontracts under this contract in which subcontractors may be disclosed or granted access to Protected Information and Computer Software.

H.33 PURCHASES FROM GOVERNMENT SUPPLY SOURCES

- A. Pursuant to FAR 52.251-1, Government Supply Sources, and DFAR 252.251-7000, Ordering from Government Supply Sources, award of this contract constitutes contracting officer consent for the Contractor to use Federal Supply Schedules for purchases of direct parts and materials, which are required under this contract, and which will be provided to the Government on a cost-reimbursable basis. Title to the parts and materials shall pass to the Government upon installation in Government-owned systems, hardware or software, or delivery to the Government when installation is not required.
- B. Contractors placing orders against Federal Supply Schedules shall follow the terms of the applicable schedule. Additionally, the following statement shall appear on such orders: ~~—This order is placed under written authorization from contract number TBD. In the event of any inconsistencies between the terms and conditions of this order and those of your Federal Supply Schedule, the latter will govern.~~

II.34 ADMINISTRATIVE MATTERS

- A. (U) Place of Performance: Primarily, contractor performance will be at various locations within the National Capitol Region (NCR), but is not limited to and may include other locations worldwide as designated by the Government.
- B. (U) Work Hours/Schedule: Contractor employees are expected to be available for all requisite meetings at assigned offices of applicable government sites. It is preferred that contractor employees are in their respective office of assignment between 0800 and 1600 local time at a minimum on Monday through Friday.
- C. (U) 24/7 Emergent Requirements Support: The contractor may be required to provide support, to include 24 hours-per-day, 7 days-per-week, as needed to support emergent requirements due to world events, e.g.,

support to the Global War on Terrorism, crises, contingencies, and military and counterintelligence operations. The contract will include professional labor rates, therefore no premium rates for overtime or night differential will be negotiated for this support.

- D. (U) Legal Public Holidays. Deployed personnel may be required to work on Federal holidays, shift work and odd hours to provide 24-hour coverage in support of the mission. The contractor employee shall not provide service on the following days which are observed as Federal holidays:

- (1) New Year's Day, January 1
- (2) Martin Luther King's Birthday, the third Monday in January
- (3) Presidents' Birthday, the third Monday in February
- (4) Memorial Day, the last Monday in May
- (5) Independence Day, July 4
- (6) Labor Day, the first Monday in September
- (7) Columbus Day, the second Monday in October
- (8) Veteran's Day, November 11
- (9) Thanksgiving Day, the fourth Thursday in November, and
- (10) Christmas Day, December 25

- E. (U) Travel and Other Direct Costs: The contractor should be prepared for travel to locations world-wide. All travel shall have prior written approval from the COR (or designated representative) and shall be reimbursed based on actual costs in accordance with FAR 31.205-46 -- Travel Costs. As a requirement for travel is determined, the contractor shall be requested to inform the COR of the anticipated cost prior to receiving authorization for execution of the travel. If the required travel exceeds the available travel resources, the contractor shall notify the COR, and propose a cost, and if the travel is approved a modification will be issued for that travel.

- F. (U) Non-Personal Service Statement: Contractor employees performing services under this order will be controlled, directed and supervised at all times by management personnel of the Contractor. Contractor management will ensure that employees properly comply with the performance work standards outlined in the performance work statement. Contractor employees will perform their duties independent of, and without supervision of, any government official. The tasks, duties, and responsibilities set forth in the task order may not be interpreted or implemented in any manner that results in any contractor employee creating or modifying Federal Policy, obligating the appropriated funds of the United States Government, overseeing the work Federal employees, providing direct personal services to any Federal employee, or otherwise violating the prohibitions set forth in Part 7.5 and 37.1 of the Federal Acquisition Regulation (FAR). The Government will control access to the facility and will perform the inspection and acceptance of the completed work.

- G. (U) Special Instructions/Considerations: The Contractor agrees to enter into a written agreement with any firm whose proprietary data is used in connection with the performance of the contract, to protect all proprietary information from unauthorized disclosure or use for as long as it remains proprietary, to furnish the contracting officer with executed copies of all such agreement, and to refrain from using any proprietary information in supplying to the Government goods or services, or for any purpose other than that for which it was intended. The Contractor agrees that any information furnished by the Government to the Contractor not generally available to other Contractors shall be used only for performance under this contract, and all

copies of such information shall be returned to the Government upon completion of the effort. Any information furnished by the Government containing trade secrets or commercial or financial data of other Contractors shall be treated as proprietary data. Additionally, the Contractor shall not disclose outside the Government any information generated in the performance of this contract.

- H. (U) Quality Control: The Contractor shall be responsible for quality control while performing under this contract and shall ensure that the requirements of the contract are adhered to as specified. All support and related activities performed under this contract shall be carefully planned, controlled, and documented. All documentation shall provide traceability to enable Government review and verification. The Contractor shall provide interim reviews of the work accomplished to permit determination of the quality of the effort performed and/or receive guidance from the COR. If deficiencies are found, the COR will ask the Contractor to provide timely, corrective action.
- I. (U) Quality Assurance: The government will monitor the Contractor's performance under this contract through the use of contract deliverables and Quality Assurance Plan (QASP).
- J. (U) Progress on this contract shall be reported in the Monthly Status Report (MSR, see Appendix B) and Contract Deliverables. The items contained in the MSR will be discussed as part of the in-process review (IPR) process. The IPR process is designed for both government and contract manager/program manager to show and discuss performance, progress, problems, issues and concerns on the contract in an open forum. The contract manager/program manager is required to schedule an IPR each month of contract performance.
- K. (U) The purpose of the QASP is to provide a basis for the COR to evaluate the quality of the Contractor's performance. The oversight provided for in the contract and in the QASP shall help ensure service levels reach and maintain the required levels throughout the contract term.
- L. (U) Non-Disclosure Agreements (NDAs): All contractor employees assigned to an SIA II contract shall sign a non-disclosure agreement in accordance with DFARS 227.7103-7 and/or a DSS Non-Disclosure agreement. The Contractor is bound by all NDAs signed by its employees. In the event a contractor employee violates any of the terms of the NDA, the Contractor will be considered in breach of contract. This could result in a termination for default.
- M. (U) Identification of Potential Conflicts of Interest (COI): The Federal Acquisition Regulations (FAR) Part 9.501 defines organizational COI as a situation where because of other relationships or activities a person (company) is unable or potentially unable to render impartial assistance or advice to the government or cannot objectively perform contract work or has an unfair competitive advantage. FAR 9.502 states that an organizational COI may result when factors create an actual or potential conflict of interest on an instant contract, or when the nature of the work to be performed on the instant contract creates an actual or potential COI on a future acquisition. An organizational COI exists when the nature of the work to be performed may, without some restriction on future activities, (1) result in an unfair competitive advantage to the Contractor on other contracts, or (2) impair the Contractor's objectivity in performing the contract work. The primary burden is on the Contractor to identify any organizational COI; however, the government has the responsibility to identify and evaluate such conflicts. The contracting officer is charged with avoiding, neutralizing, or mitigating such potential conflicts. The customer must make a determination that no COIs exist, or identify any potential COI that may exist for the execution of the contract.

- N. (U) The Contractor shall identify in its proposal, quote, or any resulting contract, any potential or actual organizational and consultant conflicts of interest (OCCI) as described in FAR subpart 9.5. This includes actual or potential conflicts of interests of proposed subcontractors. If an offeror identified in its proposal, quote, bid, or any resulting contract, a potential or actual conflict of interests, the offeror shall submit an Organizational and Consultant Conflict of Interest Plan (OCCIP) to the contracting officer. The OCCIP shall describe how the offeror addresses potential or actual conflicts of interest.
- O. (U) The Contractor must consider whether their involvement and participation raises any OCCIP issues, especially in the following areas:
- (1) (U) Providing systems engineering and technical direction.
 - (2) (U) Preparing specifications or work statements and/or objectives.
 - (3) (U) Providing evaluation services.
 - (4) (U) Obtaining access to proprietary information.
- P. (U) If a prime Contractor or subcontractor breaches any of the OCCIP restrictions, or does not disclose or misrepresents any relevant facts concerning its conflict of interest, the government may take appropriate action, including terminating the contract in addition to any remedies that may be otherwise permitted by the contract or operation of law.
- Q. (U) Contractor personnel working in Europe shall possess a Technical Expert Status Accreditation (TESA) or Analytical Support Status Accreditation (ASSA). For other designated areas, worldwide, contractors shall be responsible for obtaining any necessary work permit requirements as designated by the specific task.
- R. (U) SECURITY.
- (1) (U) General Security Responsibilities: All personnel (contract manager/program manager, an alternate and contractor employee) performing work under this SOW must comply with all applicable Federal, Department of Defense (DoD), and Defense Intelligence Agency (DIA) directives, instructions, and procedures.
 - (2) (U) Contractor shall coordinate with respective security offices to ensure identification and compliance with security regulations, requirements, and practices, and shall ensure that all personnel have appropriate clearances in accordance with the security specifications. Text provided in the DD254 is incorporated into this SOW.
 - (3) (U) DoD provides access to DoD publications on their web site at www.defenselink.mil. DIA will provide access to all other pertinent publications on its internal web page titled. Subjects addressed by these publications include, but are not limited to following areas:
 - (4) (U) Security Clearance Requirements: At a minimum, contractor personnel shall possess or be eligible to receive and maintain a TS//SCI security clearance from the Defense Industrial Security Clearance Office/Defense Security Service for the period of performance.

- (5) (U) Performance under this contract may also require other contractor personnel to possess or be eligible to receive and maintain up to a Top Secret security clearance from the Defense Industrial Security Clearance Office/Defense Security Service for the period of performance.
- (6) (U) If any contractor employees to be deployed do not have the appropriate clearance adjudication specific to the mission within 90 days of being initially accepted, the government reserves the right to ask the program manager to provide another suitable person for that billet to replace the individual in question. OCONUS access to classified material and law enforcement sensitive data may be required for the performance of this contract. Contractors may require access to Foreign Government Information (FGI) during the performance of this contract.
- (7) (U) SCI eligibility for persons nominated to perform under this contract is defined as meeting or completing all of the following items unless waived by the US Government on a case by case basis:
- (8) (U) Prior to nomination, the nominee completes a new or updates an existing Standard Form 86 or e-QIP, an electronic version of the form, along with submitting a SCI Nomination Letter and Questionnaire for National Security Positions, which does not contain any derogatory or disqualifying information as defined in DoD 5200.2-R, DoD Personnel Security Program, DoD 5105.21-M-1, Sensitive Compartmented Information Administrative Security Manual, and DCID 6/4, Personnel Security Standards and Procedures Governing Eligibility for Access To Sensitive Compartmented Information (SCI)
- (9) (U) Nominee has successfully undergone a Single Scope Background Investigation (SSBI) that is current (within scope) as defined by DoD 5200.2-R, DoD 5105.21-M-1, and DCID 6/4; and
- (10) (U) Nominee has been granted full SCI eligibility by a U.S. Government Adjudication Authority within the past 60 months and has not had a break in SCI access of more than 24 months during this period.
- (11) (U) The contractor shall immediately notify the DIA Security Office of any circumstance or fact (as stated in DoD 5200.2-R, DoD 5105.21-M-1, and DCID 6/4), which affects the security clearance and access eligibility of any person performing work under this contract.
- (12) (U) Intelligence Oversight: All contractor employees who support this contract are required to have an understanding of the Intelligence Oversight rules as found on DoD 5240.1-R and EO 12333. Intelligence Oversight requirements may be accomplished at the assigned duty location for OCONUS assigned contractor employees.
- (13) (U) Access Control: All persons requiring access to DIA facilities or information as a part of this contract must be a citizen of the United States and may be required to submit proof of citizenship in the form of a notarized birth certificate, U.S. Passport, U.S. Citizenship and Immigration Service (USCIS) Certificate of Citizenship, or USCIS Certificate of Naturalization. All persons and materials entering DIA facilities are subject to inspection at any time.

- (14) (U) Information Security: All persons performing work under this contract shall protect and safeguard information in accordance with DoD, (as applicable) and DIA directives, instructions, and procedures. These same persons shall immediately report any deviation or violation of this guidance, or any unusual or suspicious activity to the DIA Security Office. These same persons will provide assistance and full cooperation in any subsequent investigations or inquiries conducted by DIA or other governmental agencies.
- (15) (U) Confidentiality: The project and all material provided to the Contractor by DoD and results, conclusions, and recommendations obtained thereof shall be considered confidential in nature and treated with the same level of care that the contractor treats its own confidential business information. The information shall not be disclosed, copied, modified, used (except in completion of this project) or otherwise disseminated to any other person or entity at any time to include, but not limited to inclusion in any database external to DoD without DoD's expressed consent.
- (16) (U) Computer Use: Use of DoD Computers is for official use only, except as outlined in the DIA Computer Use Policy posted on the internal web page, -FYI." Computer use is subject to monitoring at any time. All data generated or collected on DIA computers becomes property of the U.S. Government and its release is subject to the needs of the government. No person is authorized to introduce computer hardware, software or data storage media; physically or electronically; into a DIA facility, computer, or network device without the prior written approval of the Chief Information Officer (CIO) and notification to the Security Office. Downloading and transmitting of information within DIA's custody is prohibited except as provided for in the terms of this contract.
- (17) (U) Emergencies: While in DIA facilities, or other government facilities on DIA's behalf and as part of this contract, the contractor employee shall comply with posted evacuation procedures and instructions provided by security and emergency management personnel.
- (18) (U) FUNCTIONAL REQUIREMENTS.
 - a. (U) Incidentals: The acquisition of goods/services related to intelligence analysis may be incidental to a basic service requirement. If the Government determines that any related goods/services are needed to meet or support an intelligence analysis requirement, the related goods/service requirement must be reviewed to ensure proper funding authorization, approved by the contracting officer, specified in the task order, and delivered to the Government as an integral component of the activity specified in the task order. Individual task orders may require the contractor to have specific infrastructure capabilities, such as SCIF space or JWICS communications capability, essential for the performance of the task. Individual task orders may require the contractor to station personnel at locations throughout the United States and/or overseas on a permanent basis or may involve travel for extended periods of time.
 - b. (U) Document Interchange: Unless specified otherwise by specific orders, all documentation shall be provided in printed copy. In addition to the printed copy, task orders under this contract may require that copies be provided electronically.

S. (U) MONTHLY ACTIVITY REPORT

- (1) (U) The contractor shall provide on the 15th of every month the below Monthly Activity Report for each awarded task order. This report shall be submitted to the SIA II PMO and the respective task order COR.

Sample Monthly Activity Report

Monthly Activity Report

"Project Title"

Company X

For the period of DD Month YYYY DD Month YYYY

1. **Project Objective:** Briefly describe the objective of this Task - what office is being supported, the responsibilities of the contract personnel, and other pertinent information. Make this the "elevator speech" if someone were to ask "What is the project about?"
2. **Project Overview and Status:** Give your contract number, this task number, the project title here. Provide an overview of the number of personnel hired under the task, the number of individuals currently working the task, the period of performance, and which period (base or option year) we are currently in at the time of the report.
3. **Program Reviews and Technical Exchanges:**
 - Provide a bulleted list of meetings and other exchanges.
 - The bullets should summarize the purpose, the accomplishments and the resulting actions of the meetings.
4. **Monthly Data Call:** Acknowledge completion and delivery date of Monthly Data Calls. Indicate to whom and how Data Call was sent.
5. **Financial Data:** Outline the funded amount and call out the current year's funding as well as the total value of the Task. Indicate the total amount invoiced to date as well as the total amount paid to date. Discuss any anticipated modifications to the funding profile. Review burn rate information in a narrative form. If there are two different colors of money (e.g. O&M Task(s) and R&D task(s)) break them out.

Provide graphic representation of: total funded amount vs. invoiced to date; and burn rate.

Discuss current invoice including amount and break out (Labor, ODCs to include equipment and travel).

6. **Contract Allocation to Large and Small Businesses:** Briefly discuss the allocation of contract dollars between large and small business. Can be accomplished in a 3-column table shown below:

COMPANY	SMALL BUSINESS?	TOTAL PROJECTED COST ALLOCATION
<i>Company X</i>	<i>NO</i>	<i>\$XXX,XXX</i>
<i>Company Y</i>	<i>YES</i>	<i>\$XXX,XXX</i>
<i>Company Z</i>	<i>YES</i>	<i>\$XXX,XXX</i>

7. **Status of Deliverables:** Provide a status of deliverables for the current month. See below table for format suggestion.

DELIVERABLE	SUSPENSE	STATUS

8. **Staffing:** Discuss the projected and current staffing profile i.e. the number of individuals contracted for by labor category and the number of individuals currently on task. If a delta exists, discuss how the delta will be remedied. If individuals are "in the pipeline" please provide their labor category and status to include anticipated start date.

Provide a chart showing the status of individuals either on task, anticipated to be on task or leaving. See below for a suggested sample.

Name	Firm	Clearance Submitted to DIA	Expected Start Date/Comments
ON TASK			
John Doe	Co X	CLEARED	Project Manager, started 01 May
John Doe 2	Co X	CLEARED	(All-Source) Started 01 May
John Doe 3	Co X	CLEARED	(All-Source) Started 12 May
EXPECTED GAINS			
Jane Doe	Co Y	5/21/2008	(All-Source) 8/25/2008
Jane Doe 2	Co X	CLEARED	(All-Source) 01 September

OPEN BILLETS/CANDIDATES UNDER REVIEW	Candidates
All Source (x2)	Multiple candidates under review
Database Admin	Multiple candidates under review
Open Source (x2)	Employee X approved
All Source	Employee X

9. **Risks/Issues/Concerns/Remedies:** Provide a risk table briefly outlining risks and mitigation and/or mitigation plans.

Risk	Mitigation and/or Contingency Plan
Clearance Processing	
Financial Execution	

For each item in the risk table provide a narrative with in-depth discussion, the assessed level of risk and a recommended course of action.

Issue: Security Clearance Processing

As of mid-August, the greatest concern we see is continuing ongoing delays in processing security clearances. The average processing time is typically 6-8 weeks; sometimes longer, further pushing back analysts' start dates on the contract and increasing under-burn on the contract.

Risk: MEDIUM.

Recommend Course of Action: Engage with government stakeholders to energize DIA's security processing to speed up approval and improve handling process.

Issue: Contract Underburn

We reported in July that a projected underburn, especially with the addition of \$X.XXM to the contract, could be an issue. We are still working to develop a final ROM and modification to the Statement of Work for the additional funding.

Risk: LOW.

Recommended Course of Action: As it is still early in the contract, there are time and options available to mitigate underburn. As of 14 August, projected underburn on the contract is around \$X,XXX; while contract execution is always a priority concern, we believe we have a good plan in place and have had strong movement on personnel and recruiting, which should help minimize underburn.

- 10. Analyst Metrics and Project Accomplishments:** *Provide an accounting of the accomplishments for the current month's reporting cycle. A table illustrating the individual's name and work products produced is acceptable. If this is not an appropriate means of accounting for the work accomplished, please provide in another format.*

(End Sample)

H.35 FINAL DATA DELIVERY

- A. At the end of each task order, the contractor may be required to provide a digital copy of all the data collected during the performance period within 60 days.
- B. This digital copy data shall be in a current version of Microsoft® office format that can be read and used by the Government software current at the end of the contract.
- C. This data shall be provided with unlimited rights to the Government, that is, without any copyrights, proprietary rights, or other contractor restrictive markings unless the contractor can justify these markings in accordance with DFAR Sup 252.227-7013, DFAR Sup 252.227-7022, or similar clauses included in the contract.
- D. The clause at DFAR Sup 252.227-7030 regarding withholding of final payment shall apply.

II.36 CONTRACT CLAUSE APPLICABILITY

Not all clauses and provisions referenced in the RFP will be applicable to all customers served by the SIA II contract.

H.37 BID AND PROPOSAL COSTS

No bid and proposal costs shall be allowable as a result of this solicitation and/or contracts. The Government shall not pay Contractors' bid and proposal costs for this effort, or any task orders issued under the basic contracts.

H.38 CONFLICTS OF INTEREST

Conflicts of interest shall be addressed in accordance with FAR 9.5. The Contractor and any subcontractor(s) are placed on notice that they may be precluded from participating in competition for the furnishing of system(s), major component(s), or other hardware/software resulting from specifications, statement of work, or other services performed under this contract for a period of 24 months after completion of work under any task order.

If required per FAR 9.5, offerors shall submit their Organizational Conflict of Interest mitigation plan prior to their proposal submission, or at the time of their proposal submission.

H.39 DISPUTES RESOLUTION PROCEDURES

The parties agree to use their best efforts to resolve any disputes that may arise without litigation. If unassisted negotiations are unsuccessful, the parties will use Alternative Dispute Resolution (ADR) techniques in an attempt to resolve the dispute. Litigation will only be considered as a last resort when ADR is unsuccessful or has been documented by the parties rejecting ADR to be inappropriate for resolving the dispute. If the ADR is not successful, the parties retain their existing rights.

H. 18 1352.215-94 KEY PERSONNEL (DEC 2008)

The contractor shall list individuals who are the key personnel to be assigned to this contract (Use additional sheets if necessary):

NAME	TITLE	PHONE NUMBER
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(End of Provision)

H. 19 252.225-7995 Deviation

Attachment – Deviation 2011-O0004

252.225-7995 CONTRACTOR PERSONNEL PERFORMING IN THE UNITED STATES CENTRAL COMMAND AREA OF RESPONSIBILITY (DEVIATION 2011-O0004) (APR 2011)

Clause Prescription:

Insert the clause 252.225-7995, Contractor Personnel Performing in the United States Central Command Area of Responsibility (DEVIATION 2011-O0004), in solicitations and contracts that will require contractor personnel to perform in the United States Central Command (USCENTCOM) Area of Responsibility (AOR), unless all such contractor personnel—

- (a) Are authorized to accompany the U.S. Armed Forces; and
- (h) Will be covered by the clause at DFARS 252.225-7040, Contractor Personnel Authorized to Accompany the U.S. Armed Forces.

* * * * *

252.225-7995 CONTRACTOR PERSONNEL PERFORMING IN THE UNITED STATES CENTRAL COMMAND AREA OF RESPONSIBILITY (DEVIATION 2011-O0004) (APR 2011)

- (a) *Definition.* As used in this clause—

“Chief of mission” means the principal officer in charge of a diplomatic mission of the United States or of a United States office abroad which is designated by the Secretary of State as diplomatic in nature, including any individual assigned under section 502(c) of the Foreign Service Act of 1980 (Public Law 96-465) to be temporarily in charge of such a mission or office.

(b) *General.* (1) This clause applies when contractor personnel are required to perform in the United States Central Command (USCENTCOM) Area of Responsibility (AOR) and are not covered by the clause at DFARS 252.225-7040, Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States.

(2) Contract performance may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) Contractor personnel are civilians.

(i) Except as provided in paragraph (b)(3)(ii) of this clause, and in accordance with paragraph (i)(3) of this clause, contractor personnel are only authorized to use deadly force in self defense.

(ii) Contractor personnel performing security functions are also authorized to use deadly force when use of such force reasonably appears necessary to execute their security mission to protect assets/persons, consistent with the terms and conditions contained in the contract or with their job description and terms of employment.

(4) Service performed by contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106.

(c) *Support.* Unless specified elsewhere in the contract, the Contractor is responsible for all logistical and security support required for contractor personnel engaged in this contract.

(d) *Compliance with laws and regulations.* The Contractor shall comply with, and shall ensure that its personnel in the USCENCOM AOR are familiar with and comply with, all applicable—

(1) United States, host country, and third country national laws;

(2) Treaties and international agreements;

(3) United States regulations, directives, instructions, policies, and procedures; and

(4) Force protection, security, health, or safety orders, directives, and instructions issued by the USCENCOM Commander; however, only the Contracting Officer is authorized to modify the terms and conditions of the contract.

(e) *Preliminary personnel requirements.* (1) Specific requirements for paragraphs (e)(2)(i) through (e)(2)(vi) of this clause will be set forth in the statement of work or elsewhere in the contract.

(2) Before contractor personnel depart from the United States or a third country, and before contractor personnel residing in the host country begin contract performance in the USCENCOM AOR, the Contractor shall ensure the following:

(i) All required security and background checks are complete and acceptable.

(ii) All personnel are medically and physically fit and have received all required vaccinations.

(iii) All personnel have all necessary passports, visas, entry permits, and other documents required for contractor personnel to enter and exit the foreign country, including those required for in-transit countries.

(iv) All personnel have received theater clearance, if required by the Combatant Commander.

(v) All personnel have received personal security training. The training must, at a minimum—

(A) Cover safety and security issues facing employees overseas;

(B) Identify safety and security contingency planning activities;
and

(C) Identify ways to utilize safety and security personnel and other resources appropriately.

(vi) All personnel who are U.S. citizens are registered with the U.S. Embassy or Consulate with jurisdiction over the area of operations on-line at <http://www.travel.state.gov>.

(3) The Contractor shall notify all personnel who are not a local national or ordinarily resident in the host country that—

(i) Such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States (see the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3261 *et seq.*);

(ii) Pursuant to the War Crimes Act, 18 U.S.C. 2441, Federal criminal jurisdiction also extends to conduct that is determined to constitute a violation of the law of war when committed by a civilian national of the United States;

(iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of United States diplomatic, consular, military, or other Government missions outside the United States (18 U.S.C. 7(9)).

(f) *Processing and departure points.* The Contractor shall require its personnel who are arriving from outside the area of performance to perform in the USCENTCOM AOR to—

(1) Process through the departure center designated in the contract or complete another process as directed by the Contracting Officer;

(2) Use a specific point of departure and transportation mode as directed by the Contracting Officer; and

(3) Process through a reception center as designated by the Contracting Officer upon arrival at the place of performance.

(g) *Registration of Contractor personnel and private security contractor equipment.*

(1) The Contractor is required to register in the automated web-based Synchronized Predeployment and Operational Tracker (SPOT) following the procedures in paragraph (g)(4) of this clause.

(2) Prior to deployment of contractor employees, or, if already in the USCENTCOM AOR, upon becoming an employee under this contract, the Contractor shall enter into SPOT, and maintain current data, including actual arrival date and departure date, for all contractor personnel, including U.S. citizens, U.S. legal aliens, third-country nationals, and local national contractor personnel, who are performing this contract in the USCENTCOM AOR as follows:

(i) In all circumstances, this includes any personnel performing private security functions.

(ii) For personnel other than those performing private security functions, this requirement excludes anyone—

(A) Hired under contracts valued less than \$100,000;

(B) Who will be performing in the CENTCOM AOR less than 30 continuous days; or

(C) Who, while afloat, are tracked by the Diary message Reporting System

(3) Weapons, armored vehicles, helicopters, and other military vehicles used by personnel performing private security functions under this contract must be entered into SPOT, and the currency of such information must be maintained.

(4) Follow these steps to register in and use SPOT:

(i) SPOT registration requires one of the following login methods:

(A) A Common Access Card or a SPOT-approved digital certificate; or

(B) A Government-sponsored SPOT user ID and password or an Army Knowledge Online (AKO) account.

(ii) *To register in SPOT:*

(A) Contractor company administrators should register for a SPOT account at <https://spot.altess.army.mil>; and

(B) The customer support team must validate user need. This process may take two business days. Company supervisors will be contacted to validate Contractor company administrator account requests and determine the appropriate level of user access.

(iii) Upon approval, all users will access SPOT at <https://spot.altess.army.mil/>.

(iv) Refer SPOT application assistance questions to the Customer Support Team at 717-458-0747 or SPOT.helpdesk@us.army.mil. Refer to the SPOT Enterprise Suite Resource Center at <http://www.resource.spot-es.net/> for additional training resources and documentation regarding registration for and use of SPOT.

(5) The Contractor shall submit aggregate contractor personnel counts at a minimum quarterly or as directed by the Contracting Officer by category (i.e. U.S. third country national or local national) of those contractor personnel who are on contracts valued greater than \$100,000, but performing less than 30 days in the AOR (e.g. day laborers).

(6) The Contractor shall ensure that all contractor personnel in the database have a current DD Form 93, Record of Emergency Data Card, on file with both the Contractor and the designated Government official. The Contracting Officer will inform the Contractor of the Government official designated to receive the data card.

(h) *Contractor personnel.* The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any contractor personnel who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including termination for default or cause.

(i) *Weapons.*

(1) If the Contracting Officer, subject to the approval of the USCENTCOM Commander, authorizes the carrying of weapons—

(i) The Contracting Officer may authorize an approved Contractor to issue Contractor-owned weapons and ammunition to specified employees: or

(ii) The _____ [*Contracting Officer to specify individual, e.g. Contracting Officer Representative, Regional Security Officer, etc.*] may issue Government-furnished weapons and ammunition to the Contractor for issuance to specified contractor employees.

(2) The Contractor shall provide to the Contracting Officer a specific list of personnel for whom authorization to carry a weapon is requested.

(3) The Contractor shall ensure that its personnel who are authorized to carry weapons—

(i) Are adequately trained to carry and use them—

(A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of force issued by the USCENTCOM Commander; and

(C) In compliance with applicable Department of Defense and agency policies, agreements, rules, regulations, and other applicable law;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and

(iii) Adhere to all guidance and orders issued by the USCENTCOM Commander regarding possession, use, safety, and accountability of weapons and ammunition.

(4) Upon revocation by the Contracting Officer of the Contractor's authorization to possess weapons, the Contractor shall ensure that all Government-furnished weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(5) Whether or not weapons are Government-furnished, all liability for the use of any weapon by contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

(j) *Vehicle or equipment licenses.* Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the area of performance.

(k) *Military clothing and protective equipment.*

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized by the USCENTCOM Commander. If authorized to wear military clothing, contractor personnel must wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures.

(2) Contractor personnel may wear specific items required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(l) *Evacuation.* (1) If the Chief of Mission or USCENTCOM Commander orders a mandatory evacuation of some or all personnel, the Government will provide to United States and designated third country national contractor personnel the level of assistance provided to private United States citizens.

(2) In the event of a non-mandatory evacuation order, the Contractor shall maintain personnel on location sufficient to meet contractual obligations unless instructed to evacuate by the Contracting Officer.

(m) *Notification and return of personal effects.* (1) The Contractor shall be responsible for notification of the contractor personnel designated next of kin, and notification as soon as possible to the U.S. Consul responsible for the area in which the event occurred, if the individual—

(i) Dies;

(ii) Requires evacuation due to an injury; or

(iii) Is isolated, missing, detained, captured, or abducted.

(2) The Contractor shall also be responsible for the return of all personal effects of deceased or missing contractor personnel, if appropriate, to next of kin.

(n) *Mortuary affairs.* Mortuary affairs for contractor personnel who die in the area of performance will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.

(o) *Changes.* In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph shall be subject to the provisions of the Changes clause of this contract.

(p) *Subcontracts.* The Contractor shall incorporate the substance of this clause, including this paragraph (p), in all subcontracts that require subcontractor personnel to perform in the USCENCOM AOR.

(End of clause)

than 12 months total must be re-evaluated for fitness to deploy. An examination will remain valid for 15 months from the date of the physical. The contractor bears the responsibility for ensuring all employees are aware of the conditions and medical treatment available at the performance location. The contractor shall include this information and requirement in all subcontracts with performance in the theater of operations

(b) The contractor shall not deploy an individual with any of the following conditions unless approved by the appropriate CENTCOM Service Component (i.e. ARCENT, AFRCENT, etc.) Surgeon: Conditions which prevent the wear of personal protective equipment, including protective mask, ballistic helmet, body armor, and chemical/biological protective garments; conditions which prohibit required theater immunizations or medications; conditions or current medical treatment or medications that contraindicate or preclude the use of chemical and biological protective agents and antidotes; diabetes mellitus, Type I or II, on pharmacological therapy; symptomatic coronary artery disease, or with myocardial infarction within one year prior to deployment, or within six months of coronary artery bypass graft, coronary artery angioplasty, or stenting; morbid obesity (BMI \geq 40); dysrhythmias or arrhythmias, either symptomatic or requiring medical or electrophysiological control; uncontrolled hypertension, current heart failure, or automatic implantable defibrillator; therapeutic anticoagulation; malignancy, newly diagnosed or under current treatment, or recently diagnosed/treated and requiring frequent subspecialist surveillance, examination, and/or laboratory testing; dental or oral conditions requiring or likely to require urgent dental care within six months of time, active orthodontic care, conditions requiring prosthodontic care, conditions with immediate restorative dentistry needs, conditions with a current requirement for oral-maxillofacial surgery; new onset ($<$ 1 year) seizure disorder, or seizure within one year prior to deployment; history of heat stroke; Meniere's Disease or other vertiginous/motion sickness disorder, unless well controlled on medications available in theater; recurrent syncope, ataxias, new diagnosis ($<$ 1 year) of mood disorder, thought disorder, anxiety, somatoform, or dissociative disorder, or personality disorder with mood or thought manifestations; unrepaired hernia; tracheostomy or aphonia; renalithiasis, current; active tuberculosis; pregnancy; unclosed surgical defect, such as external fixator placement; requirement for medical devices using AC power; HIV antibody positivity; psychotic and bipolar disorders. (Reference: Mod 10 to USCENTCOM Individual Protection and Individual/Unit Deployment Policy, Annex Q to USF-P OPORD 10-01, FRAGO 897 to CJTF-82 OPORD 07-03, PPG-Tab A: Amplification of the Minimal Standards of Fitness for Deployment to the CENTCOM AOR).

(c) In accordance with military directives (DoDI 3020.41, DoDI 6000.11, CFC FRAGO 09-1038, DoD PGI 225.74), resuscitative care, stabilization, hospitalization at Level III (emergency) military treatment facilities and assistance with patient movement in emergencies where loss of life, limb or eyesight could occur will be provided. Hospitalization will be limited to emergency stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system. Subject to availability at the time of need, a medical treatment facility may provide reimbursable treatment for emergency medical or dental care such as broken bones, lacerations, broken teeth or lost fillings.

(d) Routine and primary medical care is not authorized. Pharmaceutical services are not authorized for routine or known, routine prescription drug needs of the individual. Routine dental care, examinations and cleanings are not authorized.

(e) Notwithstanding any other provision of the contract, the contractor shall be liable for any and all medically-related services or transportation rendered. To view reimbursement rates that will be charged for services at all DoD deployed medical facilities please go to the following website: <http://comptroller.defense.gov/rates/fy2010.html> (change fiscal year as applicable).

(End of Clause)

H. 21 952.225-0304 COMPLIANCE WITH LAWS AND REGULATIONS (JUL 2010)

(a) The Contractor shall comply with, and shall ensure that its employees and its subcontractors and their employees, at all tiers, are aware of and obey all U.S. and Host Nation laws, Federal or DoD regulations, and Central Command orders and directives applicable to personnel in Iraq and Afghanistan, including but not limited to USCENTCOM, Multi-National Force and Multi-National Corps operations and fragmentary orders, instructions, policies and directives.

(b) Contractor employees shall particularly note all laws, regulations, policies, and orders restricting authority to carry firearms, rules for the use of force, and prohibiting sexual or aggravated assault. Contractor employees are subject to General Orders Number 1, as modified from time to time, including without limitation, their prohibition on privately owned firearms, alcohol, drugs, war souvenirs, pornography and photographing detainees, human casualties or military security measures.

- (c) Contractor employees may be ordered removed from secure military installations or the theater of operations by order of the senior military commander of the battle space for acts that disrupt good order and discipline or violate applicable laws, regulations, orders, instructions, policies, or directives. Contractors shall immediately comply with any such order to remove its contractor employee.
- (d) Contractor employees performing in the USCENTCOM Area of Responsibility (AOR) may be subject to the jurisdiction of overlapping criminal codes, including, but not limited to, the Military Extraterritorial Jurisdiction Act (18 U.S.C. Sec. 3261, et al) (MEJA), the Uniform Code of Military Justice (10 U.S.C. Sec. 801, et al) (UCMJ), and the laws of the Host Nation. Non-US citizens may also be subject to the laws of their home country while performing in the USCENTCOM AOR. Contractor employee status in these overlapping criminal jurisdictions may be modified from time to time by the United States, the Host Nation, or by applicable status of forces agreements.
- (e) Under MEJA, a person who engages in felony misconduct outside the United States while employed by or accompanying the Armed Forces is subject to arrest, removal and prosecution in United States federal courts. Under the UCMJ, a person serving with or accompanying the Armed Forces in the field during a declared war or contingency operation may be disciplined for a criminal offense, including by referral of charges to a General Court Martial. Contractor employees may be ordered into confinement or placed under conditions that restrict movement within the AOR or administratively attached to a military command pending resolution of a criminal investigation.
- (f) Contractors shall immediately notify military law enforcement and the Contracting Officer if they suspect an employee has committed an offense. Contractors shall take any and all reasonable and necessary measures to secure the presence of an employee suspected of a serious felony offense. Contractors shall not knowingly facilitate the departure of an employee suspected of a serious felony offense or violating the Rules for the Use of Force to depart Iraq or Afghanistan without approval from the senior U.S. commander in the country.

(End of Clause)

SECTION I CONTRACT CLAUSES

I. 1 252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)

(Reference 252.243-7002)

I. 2 252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

(Reference 252.243-7001)

I. 3 252.237-7022 SERVICES AT INSTALLATIONS BEING CLOSED (MAY 1995)

(Reference 252.237-7022)

I. 4 252.237-7019 TRAINING FOR CONTRACTOR PERSONNEL INTERACTING WITH DETAINEES (SEP 2006)

(Reference 252.237-7019)

I. 5 252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (MAY 2006)

(Reference 252.232-7007)

I. 6 252.232-7004 DOD PROGRESS PAYMENT RATES (OCT 2001)

(Reference 252.232-7004)

I. 7 252.228-7003 CAPTURE AND DETENTION (DEC 1991)

(Reference 252.228-7003)

I. 8 252.227-7022 GOVERNMENT RIGHTS (UNLIMITED) (MAR 1979)

(Reference 252.227-7022)

I. 9 252.215-7002 COST ESTIMATING SYSTEM REQUIREMENTS (DEC 2006)

(Reference 252.215-7002)

I. 10 252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (DEC 2008)

(Reference 252.203-7001)

I. 11 252.225-7042 AUTHORIZATION TO PERFORM (APR 2003)

The offeror represents that it has been duly authorized to operate and to do business in the country or countries in which the contract is to be performed. (End of provision)

I. 12 252.225-7040 CONTRACTOR PERSONNEL AUTHORIZED TO ACCOMPANY U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES (JUN 2011)

(a) Definitions. As used in this clause--

"Combatant Commander" means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

"Designated operational area" means a geographic area designated by the combatant commander or subordinate joint force commander for the conduct or support of specified military operations.

"Law of war" means that part of international law that regulates the conduct of armed hostilities. The law of war encompasses all international law for the conduct of hostilities binding on the United States or its individual citizens, including treaties and international agreements to which the United States is a party, and applicable customary international law.

"Subordinate joint force commander" means a sub-unified commander or joint task force commander.
(b) General.

(1) This clause applies when Contractor personnel are authorized to accompany U.S. Armed Forces deployed outside the United States in-

- (i) Contingency operations;
- (ii) Humanitarian or peacekeeping operations; or
- (iii) Other military operations or military exercises designated by the Combatant Commander.

(2) Contract performance in support of U.S. Armed Forces deployed outside the United States may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) Contractor personnel are civilians accompanying the U.S. Armed Forces.

(i) Except as provided in paragraph (b)(3)(ii) of this clause, Contractor personnel are only authorized to use deadly force in self-defense.

(ii) Contractor personnel performing security functions are also authorized to use deadly force when such force reasonably appears necessary to execute their security mission to protect assets/ persons, consistent with the terms and conditions contained in their contract or with their job description and terms of employment.

(iii) Unless immune from host nation jurisdiction by virtue of an international agreement or international law, inappropriate use of force by contractor personnel authorized to accompany the U.S. Armed Forces can subject such personnel to United States or host nation prosecution and civil liability (see paragraphs (d) and (j)(3) of this clause).

(4) Service performed by Contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) Support.

(1)

(i) The Combatant Commander will develop a security plan for protection of Contractor personnel in locations where there is not sufficient or legitimate civil authority, when the Combatant Commander decides it is in the interests of the Government to provide security because-

- (A) The Contractor cannot obtain effective security services;
- (B) Effective security services are unavailable at a reasonable cost; or
- (C) Threat conditions necessitate security through military means.

(ii) The Contracting Officer shall include in the contract the level of protection to be provided to Contractor personnel.

(iii) In appropriate cases, the Combatant Commander may provide security through military means, commensurate with the level of security provided DoD civilians.

(2)

(i) Generally, all Contractor personnel authorized to accompany U.S. Armed Forces in the designated operational area are authorized to receive resuscitative care, stabilization, hospitalization at level III military treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(ii) When the Government provides medical treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized unless specified elsewhere in this contract.

(3) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the designated operational area under this contract.

(4) Contractor personnel must have a Synchronized Predeployment and Operational Tracker (SPOT)-generated letter of authorization signed by the Contracting Officer in order to process through a deployment center or to travel to, from, or within the designated operational area. The letter of authorization also will identify any additional authorizations, privileges, or Government support that Contractor personnel are entitled to under this contract.

(d) Compliance with laws and regulations.

(1) The Contractor shall comply with, and shall ensure that its personnel authorized to accompany U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable--

- (i) United States, host country, and third country national laws;
- (ii) Treaties and international agreements;
- (iii) United States regulations, directives, instructions, policies, and procedures; and

(iv) Orders, directives, and instructions issued by the Combatant Commander, including those relating to force protection, security, health, safety, or relations and interaction with local nationals.

(2) The Contractor shall institute and implement an effective program to prevent violations of the law of war by its employees and subcontractors, including law of war training in accordance with paragraph (e)(1)(vii) of this clause.

(3) The Contractor shall ensure that contractor employees accompanying U.S. Armed Forces are aware.

(i) Of the DoD definition of "sexual assault" in DoDD 6495.01, Sexual Assault Prevention and Response Program;

(ii) That many of the offenses addressed by the definition are covered under the Uniform Code of Military Justice (see paragraph (e)(2)(iv) of this clause); and

(iii) That the offenses not covered by the Uniform Code of Military Justice may nevertheless have consequences to the contractor employees (see paragraph (h)(1) of this clause).

(e) Pre-deployment requirements.

(1) The Contractor shall ensure that the following requirements are met prior to deploying personnel authorized to accompany U.S. Armed Forces. Specific requirements for each category may be specified in the statement of work or elsewhere in the contract.

(i) All required security and background checks are complete and acceptable.

(ii) All deploying personnel meet the minimum medical screening requirements and have received all required immunizations as specified in the contract. The Government will provide, at no cost to the Contractor, any theater-specific immunizations and/or medications not available to the general public.

(iii) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit a designated operational area and have a Geneva Conventions identification card, or other appropriate DoD identity credential, from the deployment center.

(iv) Special area, country, and theater clearance is obtained for personnel. Clearance requirements are in DoD Directive 4803.54, Official Temporary Duty Abroad, and DoD 4500.54-G, DoD Foreign Clearance Guide. Contractor personnel are considered non-DoD personnel traveling under DoD sponsorship.

(v) All personnel have received personal security training. At a minimum, the training shall-

(A) Cover safety and security issues facing employees overseas;

(B) Identify safety and security contingency planning activities; and

(C) Identify ways to utilize safety and security personnel and other resources appropriately.

(vi) All personnel have received isolated personnel training, if specified in the contract, in accordance with DoD Instruction 1300.23, Isolated Personnel Training for DoD Civilian and Contractors.

(vii) Personnel have received law of war training as follows:

(A) Basic training is required for all Contractor personnel authorized to accompany U.S. Armed Forces deployed outside the United States. The basic training will be provided through--

(1) A military-run training center; or

(2) A web-based source, if specified in the contract or approved by the Contracting Officer.

(B) Advanced training, commensurate with their duties and responsibilities, may be required for some Contractor personnel as specified in the contract.

(2) The Contractor shall notify all personnel who are not a host country national, or who are not ordinarily resident in the host country, that-

(i) Such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States in accordance with the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3621, et seq.);

(ii) Pursuant to the War Crimes Act (18 U.S.C. 2441), Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime when committed by a civilian national of the United States;

(iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of U.S. diplomatic, consular, military or other U.S. Government missions outside the United States (18 U.S.C. 7(9)); and

(iv) In time of declared war or a contingency operation, Contractor personnel authorized to accompany U.S. Armed Forces in the field are subject to the jurisdiction of the Uniform Code of Military Justice under 10 U.S.C. 802(a)(10).

(f) Processing and departure points. Deployed Contractor personnel shall-

(1) Process through the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of Contractor personnel and to ensure that all deployment requirements are met, including the requirements specified in paragraph (e)(1) of this clause;

(2) Use the point of departure and transportation mode directed by the Contracting Officer; and
 (3) Process through a Joint Reception Center (JRC) upon arrival at the deployed location. The JRC will validate personnel accountability, ensure that specific designated operational area entrance requirements are met, and brief Contractor personnel on theater-specific policies and procedures.

(g) Personnel data.

(1) The Contractor shall enter before deployment and maintain data for all Contractor personnel that are authorized to accompany U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause. The Contractor shall use the Synchronized Predeployment and Operational Tracker (SPOT) web-based system, at <http://www.dod.mil/bta/products/spot.html>, to enter and maintain the data.

(2) The Contractor shall ensure that all employees in the database have a current DD Form 93, Record of Emergency Data Card, on file with both the Contractor and the designated Government official. The Contracting Officer will inform the Contractor of the Government official designated to receive this data card.

(h) Contractor personnel.

(1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.

(2) The Contractor shall have a plan on file showing how the Contractor would replace employees who are unavailable for deployment or who need to be replaced during deployment. The Contractor shall keep this plan current and shall provide a copy to the Contracting Officer upon request. The plan shall-

(i) Identify all personnel who are subject to military mobilization;

(ii) Detail how the position would be filled if the individual were mobilized; and

(iii) Identify all personnel who occupy a position that the Contracting Officer has designated as mission essential.

(3) Contractor personnel shall report to the Combatant Commander or a designee, or through other channels such as the military police, a judge advocate, or an inspector general, any suspected or alleged conduct for which there is credible information that such conduct--

(i) Constitutes violation of the law of war; or

(ii) Occurred during any other military operations and would constitute a violation of the law of war if it occurred during an armed conflict.

(i) Military clothing and protective equipment.

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized in writing by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must --

(i) Wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures; and

(ii) Carry the written authorization with them at all times.

(2) Contractor personnel may wear military-unique organizational clothing and individual equipment (OCIE) required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(3) The deployment center, or the Combatant Commander, shall issue OCIE and shall provide training, if necessary, to ensure the safety and security of Contractor personnel.

(4) The Contractor shall ensure that all issued OCIE is returned to the point of issue, unless otherwise directed by the Contracting Officer.

(j) Weapons.

(1) If the Contractor requests that its personnel performing in the designated operational area be authorized to carry weapons, the request shall be made through the Contracting Officer to the Combatant Commander, in accordance with DoD Instruction 3020.41, paragraph 6.3.5.1 or, if the contract is for security services, paragraph 6.3.5.3. The Combatant Commander will determine whether to authorize in-theater Contractor personnel to carry weapons and what weapons and ammunition will be allowed.

(2) If the Contracting Officer, subject to the approval of the Combatant Commander, authorizes the carrying of weapons-

(i) The Contracting Officer may authorize the Contractor to issue Contractor-owned weapons and ammunition to specified employees; or

(ii) The [Contracting Officer to specify the appropriate individual, e.g., Contracting Officer's Representative, Regional Security Officer] may issue Government-furnished weapons and ammunition to the Contractor for issuance to specified Contractor employees.

(3) The Contractor shall ensure that its personnel who are authorized to carry weapons-

(i) Are adequately trained to carry and use them --

(A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander; and

(C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and

(iii) Adhere to all guidance and orders issued by the Combatant Commander regarding possession, use, safety, and accountability of weapons and ammunition.

(4) Whether or not weapons are Government-furnished, all liability for the use of any weapon by Contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

(5) Upon redeployment or revocation by the Combatant Commander of the Contractor's authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(k) Vehicle or equipment licenses. Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the designated operational area.

(l) Purchase of scarce goods and services. If the Combatant Commander has established an organization for the designated operational area whose function is to determine that certain items are scarce goods or services, the Contractor shall coordinate with that organization local purchases of goods and services designated as scarce, in accordance with instructions provided by the Contracting Officer.

(m) Evacuation.

(1) If the Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national Contractor personnel.

(2) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.

(n) Next of kin notification and personnel recovery.

(1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is isolated, missing, detained, captured, or abducted.

(2) In the case of isolated, missing, detained, captured, or abducted Contractor personnel, the Government will assist in personnel recovery actions in accordance with DoD Directive 3002.01E, Personnel Recovery in the Department of Defense.

(c) Mortuary affairs. Mortuary affairs for Contractor personnel who die while accompanying the U.S. Armed Forces will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.

(p) Changes. In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in the place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph (p) shall be subject to the provisions of the Changes clause of this contract.

(q) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts when subcontractor personnel are authorized to accompany U.S. Armed Forces deployed outside the United States in-

(1) Contingency operations;

(2) Humanitarian or peacekeeping operations; or

(3) Other military operations or military exercises, when designated by the Combatant Commander.

(End of Clause)

I. 13 252.225-7307 PROHIBITION ON ACQUISITION OF UNITED STATES MUNITIONS LIST ITEMS FROM COMMUNIST CHINESE MILITARY COMPANIES (SEP 2006)

(a) Definitions. As used in this clause--

"Communist Chinese military company" means any entity that is--

(1) A part of the commercial or defense industrial base of the People's Republic of China; or

(2) Owned or controlled by, or affiliated with, an element of the Government or armed forces of the People's Republic of China.

"United States Munitions List" means the munitions list of the International Traffic in Arms Regulation in 22 CFR Part 121.

(b) Any supplies or services covered by the United States Munitions List that are delivered under this contract may not be acquired, directly or indirectly, from a Communist Chinese military company.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts for items covered by the United States Munitions List.

(End of clause)

I. 14 252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (JAN 2009)

(a) "Definitions." As used in this provision--

(1) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j) (1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(1)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries subject to this provision include: Cuba, Iran, Sudan, and Syria.

(3) "Significant interest" means--

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award." In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure." If the government of a terrorist country has significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in a attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include--

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

(End of provision)

I. 15 252.204-7001 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (AUG 1999)

(a) The offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter "CAGE" before the number.

(b) If the Offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Information Service (DLIS). The Contracting Officer will--

(1) Ask the Contractor to complete section B of a DD Form 2031, Request for Assignment of a Commercial and Government Entity (CAGE) Code;

(2) Complete section A and forward the form to DLIS; and

(3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

(End of provision)

I. 16 225.7402-3 (225.7402-3) Government support.

(a) Government support that may be authorized or required for contractor personnel performing in a designated operational area may include, but is not limited to, the types of support listed in PGI 225.7402-3(a).

(b) The agency shall provide logistical or security support only when the appropriate agency official, in accordance with agency guidance, determines in coordination with the combatant commander that--

(1) Such Government support is available and is needed to ensure continuation of essential contractor services; and

(2) The contractor cannot obtain adequate support from other sources at a reasonable cost.

(c) The contracting officer shall specify in the solicitation and contract--

(1) Valid terms, approved by the combatant commander, that specify the responsible party, if a party other than the combatant commander is responsible for providing protection to the contractor personnel performing in the designated operational area as specified in 225.7402-1;

(2) If medical or dental care is authorized beyond the standard specified in paragraph (c)(2)(i) of the clause at 252.225-7040, Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States; and

(3) Any other Government support to be provided, and whether this support will be provided on a reimbursable basis, citing the authority for the reimbursement.

(d) The contracting officer shall provide direction to the contractor, if the contractor is required to reimburse the Government for medical treatment or transportation of contractor personnel to a selected civilian facility in accordance with paragraph (c)(2)(ii) of the clause at 252.225-7040.

(e) Contractor personnel must have a Synchronized Predeployment and Operational Tracker (SPOT)-generated Letter of authorization (LOA) signed by the contracting officer in order to process through a deployment center or to travel to, from, or within the designated operational area. The LOA also will identify any additional authorizations, privileges, or Government support that the contractor personnel are entitled to under the contract. For a sample LOA, see PGI 225.7402-5(a)(iv).

I. 17 225.7402-2 (225.7402-2) Definition.

See PGI 225.7402-2 for additional information on designated operational areas.

I. 18 225.7402-1 (225.7402-1) Scope.

(a) This section applies to contracts that involve contractor personnel authorized to accompany U.S. Armed Forces deployed outside the United States in--

(1) Contingency operations;

(2) Humanitarian or peacekeeping operations; or

(3) Other military operations or military exercises, when designated by the combatant commander.

(b) Any of the types of operations listed in paragraph (a) of this subsection may include stability operations such as--

(1) Establishment or maintenance of a safe and secure environment; or

(2) Provision of emergency infrastructure reconstruction, humanitarian relief, or essential governmental services (until feasible to transition to local government).

I. 19 252.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006)

(Reference 252.232-7010)

I. 20 252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (MAR 2008)

(Reference 252.232-7003)

I. 21 252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)

(Reference 252.204-7003)

I. 22 252.204-7000 DISCLOSURE OF INFORMATION (DEC 1991)

(Reference 252.204-7000)

I. 23 252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (JAN 2009)

(Reference 252.203-7002)

I. 24 252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (JAN 2009)

(Reference 252.203-7000)

I. 25 252.247-7018 SUBCONTRACTING (DEC 1991)

(Reference 252.247-7018)

I. 26 252.247-7016 CONTRACTOR LIABILITY FOR LOSS OR DAMAGE (DEC 1991)

(Reference 252.247-7016)

I. 27 252.247-7011 PERIOD OF CONTRACT (OCT 2001)

(Reference 252.247-7011)

I. 28 252.247-7010 SCOPE OF CONTRACT (DEC 1991)

(Reference 252.247-7010)

I. 29 252.247-7006 REMOVAL OF CONTRACTOR'S EMPLOYEES (DEC 1991)

(Reference 252.247-7006)

I. 30 252.247-7005 INDEFINITE QUANTITIES--NO FIXED CHARGES (DEC 1991)

(Reference 252.247-7005)

I. 31 252.239-7014 TERM OF AGREEMENT (DEC 1991)

(Reference 252.239-7014)

I. 32 252.239-7013 OBLIGATION OF THE GOVERNMENT (JUL 2006)

(Reference 252.239-7013)

I. 33 252.239-7007 CANCELLATION OR TERMINATION OF ORDERS (NOV 2005)

(Reference 252.239-7007)

I. 34 252.239-7005 RATES, CHARGES, AND SERVICES (NOV 2005)

(Reference 252.239-7005)

I. 35 252.239-7001 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (JAN 2008)

(Reference 252.239-7001)

I. 36 252.237-7007 TERMINATION FOR DEFAULT (DEC 1991)

(Reference 252.237-7007)

I. 37 252.237-7006 SUBCONTRACTING (DEC 1991)

(Reference 252.237-7006)

I. 38 252.237-7001 COMPLIANCE WITH AUDIT STANDARDS (MAY 2000)

(Reference 252.237-7001)

- I. 39 252.233-7001 CHOICE OF LAW (OVERSEAS) (JUN 1997)

(Reference 252.233-7001)
- I. 40 252.232-7008 ASSIGNMENT OF CLAIMS (OVERSEAS) (JUN 1997)

(Reference 252.232-7008)
- I. 41 252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)

(Reference 252.231-7000)
- I. 42 252.227-7039 PATENTS--REPORTING OF SUBJECT INVENTIONS (APR 1990)

(Reference 252.227-7039)
- I. 43 252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (SEP 1999)

(Reference 252.227-7037)
- I. 44 252.227-7033 RIGHTS IN SHOP DRAWINGS (APR 1966)

(Reference 252.227-7033)
- I. 45 252.227-7032 RIGHTS IN TECHNICAL DATA AND COMPUTER SOFTWARE (FOREIGN) (JUN 1975)

(Reference 252.227-7032)
- I. 46 252.227-7030 TECHNICAL DATA--WITHHOLDING OF PAYMENT (MAR 2000)

(Reference 252.227-7030)
- I. 47 252.227-7025 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (MAR2011)

(Reference 252.227-7025)
- I. 48 252.227-7024 NOTICE AND APPROVAL OF RESTRICTED DESIGNS (APR 1984)

(Reference 252.227-7024)
- I. 49 252.227-7023 DRAWINGS AND OTHER DATA TO BECOME PROPERTY OF GOVERNMENT (MAR 1979)

(Reference 252.227-7023)
- I. 50 252.227-7021 RIGHTS IN DATA--EXISTING WORKS (MAR 1979)

(Reference 252.227-7021)
- I. 51 252.227-7020 RIGHTS IN SPECIAL WORKS (JUN 1995)

(Reference 252.227-7020)
- I. 52 252.227-7019 VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE (JUN 1995)

(Reference 252.227-7019)

I. 53 252.227-7014 I RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (MAR 2011)--ALTERNATE I (JUN 1995)

(Reference 252.227-7014 I)

I. 54 252.227-7010 LICENSE TO OTHER GOVERNMENT AGENCIES (AUG 1984)

(Reference 252.227-7010)

I. 55 252.227-7005 I LICENSE TERM (OCT 2001)--ALTERNATE I (AUG 1984)

(Reference 252.227-7005 I)

I. 56 252.227-7004 LICENSE GRANT (AUG 1984)

(Reference 252.227-7004)

I. 57 252.227-7003 TERMINATION (AUG 1984)

(Reference 252.227-7003)

I. 58 252.227-7002 READJUSTMENT OF PAYMENTS (OCT 1966)

(Reference 252.227-7002)

I. 59 252.227-7001 RELEASE OF PAST INFRINGEMENT (AUG 1984)

(Reference 252.227-7001)

I. 60 252.227-7000 NON-ESTOPPEL (OCT 1966)

(Reference 252.227-7000)

I. 61 252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (MAR 2006)

(Reference 252.225-7043)

I. 62 252.225-7041 CORRESPONDENCE IN ENGLISH (JUN 1997)

(Reference 252.225-7041)

I. 63 252.225-7006 QUARTERLY REPORTING OF ACTUAL CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES (OCT 2010)

(Reference 252.225-7006)

I. 64 252.225-7005 IDENTIFICATION OF EXPENDITURES IN THE UNITED STATES (JUN 2005)

(Reference 252.225-7005)

I. 65 252.225-7004 REPORTING OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA -- SUBMISSION AFTER AWARD (OCT 2010)

(Reference 252.225-7004)

I. 66 252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (APR 2003)

(Reference 252.225-7002)

I. 67 252.225-7001 BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (JAN 2009)

(Reference 252.225-7001)

I. 68 252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 1993)

(Reference 252.223-7006)

I. 69 252.223-7004 DRUG-FREE WORK FORCE (SEP 1988)

(Reference 252.223-7004)

I. 70 252.223-7001 HAZARD WARNING LABELS (DEC 1991)

(Reference 252.223-7001)

I. 71 252.222-7002 COMPLIANCE WITH LOCAL LABOR LAWS (OVERSEAS) (JUN 1997)

(Reference 252.222-7002)

I. 72 252.222-7001 RIGHT OF FIRST REFUSAL OF EMPLOYMENT--CLOSURE OF MILITARY INSTALLATIONS (APR 1993)

(Reference 252.222-7001)

I. 73 252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) (OCT 2010)

(Reference 252.219-7003)

I. 74 252.217-7028 OVER AND ABOVE WORK (DEC 1991)

(Reference 252.217-7028)

I. 75 252.217-7027 CONTRACT DEFINITIZATION (OCT 1998)

(Reference 252.217-7027)

I. 76 252.215-7000 PRICING ADJUSTMENTS (DEC 1991)

(Reference 252.215-7000)

I. 77 252.211-7000 ACQUISITION STREAMLINING (OCT 2010)

(Reference 252.211-7000)

I. 78 252.209-7005 RESERVE OFFICER TRAINING CORPS AND MILITARY RECRUITING ON CAMPUS (JAN 2000)

(Reference 252.209-7005)

I. 79 252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (DEC 2006)

(Reference 252.209-7004)

I. 80 252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991)

(Reference 252.205-7000)

I. 81 252.204-7005 ORAL ATTESTATION OF SECURITY RESPONSIBILITIES (NOV 2001)

(Reference 252.204-7005)

I. 82 252.204-7004 ALTERNATE A, CENTRAL CONTRACTOR REGISTRATION (SEP 2007)

(Reference 252.204-7004)

I. 83 252.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995)

The Offeror shall attach to its offer an identification of all documents or other media incorporating technical data or computer software it intends to deliver under this contract with other than unlimited rights that are identical or substantially similar to documents or other media that the Offeror has produced for, delivered to, or is obligated to deliver to the Government under any contract or subcontract. The attachment shall identify--

- (a) The contract number under which the data or software were produced;
- (b) The contract number under which, and the name and address of the organization to whom, the data or software were most recently delivered or will be delivered; and
- (c) Any limitations on the Government's rights to use or disclose the data or software, including, when applicable, identification of the earliest date the limitations expire.

(End of Provision)

I. 84 252.227-7027 DEFERRED ORDERING OF TECHNICAL DATA OR COMPUTER SOFTWARE (APR 1988)

In addition to technical data or computer software specified elsewhere in this contract to be delivered hereunder, the Government may, at any time during the performance of this contract or within a period of three (3) years after acceptance of all items (other than technical data or computer software) to be delivered under this contract or the termination of this contract, order any technical data or computer software generated in the performance of this contract or any subcontract hereunder. When the technical data or computer software is ordered, the Contractor shall be compensated for converting the data or computer software into the prescribed form, for reproduction and delivery. The obligation to deliver the technical data of a subcontractor and pertaining to an item obtained from him shall expire three (3) years after the date the Contractor accepts the last delivery of that item from that subcontractor under this contract. The Government's rights to use said data or computer software shall be pursuant to the "Rights in Technical Data and Computer Software" clause of this contract.

(End of Clause)

I. 85 252.227-7026 DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE (APR 1988)

The Government shall have the right to require, at any time during the performance of this contract, within two (2) years after either acceptance of all items (other than data or computer software) to be delivered under this contract or termination of this contract, whichever is later, delivery of any technical data or computer software item identified in this contract as "deferred delivery" data or computer software. The obligation to furnish such technical data required to be prepared by a subcontractor and pertaining to an item obtained from him shall expire two (2) years after the date Contractor accepts the last delivery of that item from that subcontractor for use in performing this contract.

(End of Clause)

I. 86 252.227-7016 RIGHTS IN BID OR PROPOSAL INFORMATION (JAN 2011)

- (a) "Definitions."

(1) For contracts that require the delivery of technical data, the terms "technical data" and "computer software" are defined in the Rights in Technical Data--Noncommercial Item clause of this contract or, if this is a contract awarded under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause of this contract.

(2) For contracts that do not require the delivery of technical data, the term "computer software" is defined in the Rights in Noncommercial Computer and Noncommercial Computer Software Documentation clause of this contract or, if this is a contract awarded under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause of this contract.

(b) "Government rights to contract award." By submission of its offer, the Offeror agrees that the Government--

(1) May reproduce the bid or proposal, or any portions thereof, to the extent necessary to evaluate the offer.

(2) Except as provided in paragraph (d) of this clause, shall use information contained in the bid or proposal only for evaluational purposes and shall not disclose, directly or indirectly, such information to any person including potential evaluators, unless that person has been authorized by the head of the agency, his or her designee, or the Contracting Officer to receive such information.

(c) "Government rights subsequent to contract award." The Contractor agrees--

(1) Except as provided in paragraphs (c)(2), (d), and (e) of this clause, the Government shall have the rights to use, modify, reproduce, release, perform, display, or disclose information contained in the Contractor's bid or proposal within the Government. The Government shall not release, perform, display, or disclose such information outside the Government without the Contractor's written permission.

(2) The Government's right to use, modify, reproduce, release, perform, display, or disclose information that is technical data or computer software required to be delivered under this contract are determined by the Rights in Technical Data--Noncommercial Items, Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation, or Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause(s) of this contract.

(d) "Government-furnished information." The Government's rights with respect to technical data or computer software contained in the Contractor's bid or proposal that were provided to the Contractor by the Government are subject only to restrictions on use, modification, reproduction, release, performance, display, or disclosure, if any, imposed by the developer or licensor of such data or software.

(e) "Information available without restrictions." The Government's rights to use, modify, reproduce, release, perform, display, or disclose information contained in a bid or proposal, including technical data or computer software, and to permit others to do so, shall not be restricted in any manner if such information has been released or disclosed to the Government or to other persons without restrictions other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the information to another party or the sale or transfer of some or all of a business entity or its assets to another party.

(f) "Flowdown." The Contractor shall include this clause in all subcontracts or similar contractual instruments and require its subcontractors or suppliers to do so without alteration, except to identify the parties.

(End of Clause)

I. 87 252.227-7014 RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (MAR 2011)

(a) "Definitions." As used in this clause--

(1) "Commercial computer software" means software developed or regularly used for non-governmental purposes which--

(i) Has been sold, leased, or licensed to the public;

(ii) Has been offered for sale, lease or license to the public;

(iii) Has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this contract; or

(iv) Satisfies a criterion expressed in paragraph (a)(1)(i), (ii), or

(2) "Computer database" means a collection of recorded data in a form capable of being processed by a computer. The term does not include computer software.

(3) "Computer program" means a set of instructions, rules, or routines, recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.

(4) "Computer software" means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae, and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer databases or computer software documentation.

(5) "Computer software documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

(6) "Covered Government support contractor" means a contractor under a contract, the primary purpose of which is to furnish independent and impartial advice or technical assistance directly to the Government in support of the Government's management and oversight of a program or effort (rather than to directly furnish an end item or service to accomplish a program or effort), provided that the contractor--

(i) Is not affiliated with the prime contractor or a first-tier subcontractor on the program or effort, or with any direct competitor of such prime contractor or any such first-tier subcontractor in furnishing end items or services of the type developed or produced on the program or effort; and

(ii) Receives access to technical data or computer software for performance of a Government contract that contains the clause at 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(7) "Developed" means that--

(i) A computer program has been successfully operated in a computer and tested to the extent sufficient to demonstrate to reasonable persons skilled in the art that the program can reasonably be expected to perform its intended purpose;

(ii) Computer software, other than computer programs, has been tested or analyzed to the extent sufficient to demonstrate to reasonable persons skilled in the art that the software can reasonably be expected to perform its intended purpose; or

(iii) Computer software documentation required to be delivered under a contract has been written, in any medium, in sufficient detail to comply with requirements under that contract.

(8) "Developed exclusively at private expense" means development was accomplished entirely with costs charged to indirect cost pools, costs not allocated to a government contract, or any combination thereof.

(i) Private expense determinations should be made at the lowest practicable level.

(ii) Under fixed-price contracts, when total costs are greater than the firm-fixed-price or ceiling price of the contract, the additional development costs necessary to complete development shall not be considered when determining whether development was at government, private, or mixed expense.

(9) "Developed exclusively with government funds" means development was not accomplished exclusively or partially at private expense.

(10) "Developed with mixed funding" means development was accomplished partially with costs charged to indirect cost pools and/or costs not allocated to a government contract, and partially with costs charged directly to a government contract.

(11) "Government purpose" means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations or sales or transfers by the United States Government to foreign governments or international organizations.

Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose computer software or computer software documentation for commercial purposes or authorize others to do so.

(12) "Government purpose rights" means the rights to--

(i) Use, modify, reproduce, release, perform, display, or disclose computer software or computer software documentation within the Government without restriction; and

(ii) Release or disclose computer software or computer software documentation outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose the software or documentation for United States government purposes.

(13) "Minor modification" means a modification that does not significantly alter the nongovernmental function or purpose of the software or is of the type customarily provided in the commercial marketplace.

(14) "Noncommercial computer software" means software that does not qualify as commercial computer software under paragraph (a)(1) of this clause.

(15) "Restricted rights" apply only to noncommercial computer software and mean the Government's rights to--

(i) Use a computer program with one computer at one time. The program may not be accessed by more than one terminal or central processing unit or time shared unless otherwise permitted by this contract;

(ii) Transfer a computer program to another Government agency without the further permission of the Contractor if the transferor destroys all copies of the program and related computer software documentation in its possession and notifies the licensor of the transfer. Transferred programs remain subject to the provisions of this clause;

(iii) Make the minimum number of copies of the computer software required for safekeeping (archive), backup, or modification purposes;

(iv) Modify computer software provided that the Government may--

(A) Use the modified software only as provided in paragraphs (a)(15)(ii) and (iii) of this clause; and

(B) Not release or disclose the modified software except as provided in paragraphs (a)(15)(ii), (v), (vi) and (vii) of this clause;

(v) Permit contractors or subcontractors performing service contracts (see 37.101 of the Federal Acquisition Regulation) in support of this or a related contract to use computer software to diagnose and correct deficiencies in a computer program, to modify computer software to enable a computer program to be combined with, adapted to, or merged with other computer programs or when necessary to respond to urgent tactical situations, provided that--

(A) The Government notifies the party which has granted restricted rights that a release or disclosure to particular contractors or subcontractors was made;

(B) Such contractors or subcontractors are subject to the use and non-disclosure agreement at 227.7103-7 of the Defense Federal Acquisition Regulation Supplement (DFARS) or are Government contractors receiving access to the software for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends;

(C) The Government shall not permit the recipient to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (a)(15)(iv) of this clause, for any other purpose; and

(D) Such use is subject to the limitation in paragraph (a)(15)(i) of this clause;

(vi) Permit contractors or subcontractors performing emergency repairs or overhaul of items or components of items procured under this or a related contract to use the computer software when necessary to perform the repairs or overhaul, or to modify the computer software to reflect the repairs or overhaul made, provided that--

(A) The intended recipient is subject to the use and non-disclosure agreement at DFARS 227.7103-7 or is a Government contractor receiving access to the software for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends; and

(B) The Government shall not permit the recipient to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (a)(15)(iv) of this clause, for any other purpose; and

(vii) Permit covered Government support contractors to use, modify, reproduce, perform, display, or release or disclose the computer software to authorized person(s) in the performance of Government contracts that contain the clause at 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(16) "Unlimited rights" means rights to use, modify, reproduce, release, perform, display, or disclose computer software or computer software documentation in whole or in part, in any manner and for any purpose whatsoever, and to have or authorize others to do so.

(b) "Rights in computer software or computer software documentation." The Contractor grants or shall obtain for the Government the following royalty free, world-wide, nonexclusive, irrevocable license rights in noncommercial computer software or computer software documentation. All rights not granted to the Government are retained by the Contractor.

(1) Unlimited rights. The Government shall have unlimited rights in--

(i) Computer software developed exclusively with Government funds;

(ii) Computer software documentation required to be delivered under this contract;

(iii) Corrections or changes to computer software or computer software documentation furnished to the Contractor by the Government;

(iv) Computer software or computer software documentation that is otherwise publicly available or has been released or disclosed by the Contractor or subcontractor without restriction on further use, release or disclosure, other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the software to another party or the sale or transfer of some or all of a business entity or its assets to another party;

(v) Computer software or computer software documentation obtained with unlimited rights under another Government contract or as a result of negotiations; or

(vi) Computer software or computer software documentation furnished to the Government, under this or any other Government contract or subcontract thereunder with--

(A) Restricted rights in computer software, limited rights in technical data, or government purpose license rights and the restrictive conditions have expired; or

(B) Government purpose rights and the Contractor's exclusive right to use such software or documentation for commercial purpose has expired.

(2) Government purpose rights.

(i) Except as provided in paragraph (b)(1) of this clause, the Government shall have government purpose rights in computer software development with mixed funding.

(ii) Government purpose rights shall remain in effect for a period of five years unless a different period has been negotiated. Upon expiration of the five-year or other negotiated period, the Government shall have unlimited rights in the computer software or computer software documentation. The government purpose rights period shall commence upon execution of the contract,

subcontract, letter contract (or similar contractual instrument), contract modification, or option exercise that required development of the computer software.

(iii) The Government shall not release or disclose computer software in which it has government purpose rights to any other person unless--

(A) Prior to release or disclosure, the intended recipient is subject to the use and non-disclosure agreement at DFARS 227.7103-7; or

(B) The recipient is a Government contractor receiving access to the software or documentation for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government Furnished Information Marked with Restrictive Legends.

(3) Restricted rights.

(i) The Government shall have restricted rights in noncommercial computer software required to be delivered or otherwise provided to the Government under this contract that were developed exclusively at private expense.

(ii) The Contractor, its subcontractors, or suppliers are not required to provide the Government additional rights in noncommercial computer software delivered or otherwise provided to the Government with restricted rights. However, if the Government desires to obtain additional rights in such software, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. All noncommercial computer software in which the Contractor has granted the Government additional rights shall be listed or described in a license agreement made part of the contract (see paragraph (b)(4) of this clause). The license shall enumerate the additional rights granted the Government.

(iii) The Contractor acknowledges that--

(A) Restricted rights computer software is authorized to be released or disclosed to covered Government support contractors;

(B) The Contractor will be notified of such release or disclosure;

(C) The Contractor (or the party asserting restrictions, as identified in the restricted rights legend) may require each such covered Government support contractor to enter into a non-disclosure agreement directly with the Contractor (or the party asserting restrictions) regarding the covered Government support contractor's use of such software, or alternatively, that the Contractor (or party asserting restrictions) may waive in writing the requirement for a non-disclosure agreement;

(D) Any such non-disclosure agreement shall address the restrictions on the covered Government support contractor's use of the restricted rights software as set forth in the clause at 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends, and shall not include any additional terms and conditions unless mutually agreed to by the parties to the non-disclosure agreement; and

(E) The Contractor shall provide a copy of any such non-disclosure agreement or waiver to the Contracting Officer, upon request.

(4) Specifically negotiated license rights.

(i) The standard license rights granted to the Government under paragraphs (b)(1) through (b)(3) of this clause, including the period during which the Government shall have government purpose rights in computer software, may be modified by mutual agreement to provide such rights as the parties consider appropriate but shall not provide the Government lesser rights in computer software than are enumerated in paragraph (a)(14) of this clause or lesser rights in computer software documentation than are enumerated in paragraph (a)(13) of the Rights in Technical Data--Noncommercial Items clause of this contract.

(ii) Any rights so negotiated shall be identified in a license agreement made part of this contract.

(5) Prior government rights. Computer software or computer software documentation that will be delivered, furnished, or otherwise provided to the Government under this contract, in which the Government has previously obtained rights shall be delivered, furnished, or provided with the pre-existing rights, unless--

(i) The parties have agreed otherwise; or

(ii) Any restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose the data have expired or no longer apply.

(6) Release from liability. The Contractor agrees to release the Government from liability for any release or disclosure of computer software made in accordance with paragraph (a)(14) or (b)(2)(iii) of this clause, in accordance with the terms of a license negotiated under paragraph (b)(4) of this clause, or by others to whom the recipient has released or disclosed the software, and to seek relief solely from the party who has improperly used, modified, reproduced, released, performed, displayed, or disclosed Contractor software marked with restrictive legends.

(c) "Rights in derivative computer software or computer software documentation." The Government shall retain its rights in the unchanged portions of any computer software or computer software documentation delivered under this contract that the Contractor uses to prepare, or includes in, derivative computer software or computer software documentation.

(d) "Third party copyrighted computer software or computer software documentation." The Contractor shall not, without the written approval of the Contracting Officer, incorporate any copyrighted

computer software or computer software documentation in the software or the documentation to be delivered under this contract unless the Contractor is the copyright owner or has obtained for the Government the license rights necessary to perfect a license or licenses in the deliverable software or documentation of the appropriate scope set forth in paragraph (b) of this clause, and prior to delivery of such--

(1) Computer software, has provided a statement of the license rights obtained in a form acceptable to the Contracting Officer; or

(2) Computer software documentation, has affixed to the transmittal document a statement of the license rights obtained.

(e) "Identification and delivery of computer software and computer software documentation to be furnished with restriction on use, release, or disclosure."

(1) This paragraph does not apply to restrictions based solely on copyright.

(2) Except as provided in paragraph (e)(3) of this clause, computer software that the Contractor asserts should be furnished to the Government with restrictions on use, release, or disclosure is identified in an attachment of this contract (the Attachment). The Contractor shall not deliver any software with restrictive markings unless the software is listed on the Attachment.

(3) In addition to the assertions made in the Attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled date for delivery of the software, in the following format, and signed by an official authorized to contractually obligate the Contractor:

Identification and Assertion of Restrictions on the Government's Use,
Release, or Disclosure of Computer Software.

The Contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following computer software should be restricted:

Computer Software to be Furnished With Restrictions+	Basis for Assertion++	Asserted Rights Category+++	Name of Person Asserting Restrictions+++
(LIST)	(LIST)	(LIST)	(LIST)

--Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose computer software.

--Indicate whether development was exclusively or partially at private expense. If development was not at private expense, enter the specific reason for asserting that the Government's rights should be restricted.

--+ Enter asserted rights category (e.g., restricted or government purpose rights in computer software, government purpose license rights from a prior contract, rights in SBIR software generated under another contract, or specifically negotiated licenses).

---Corporation, individual, or other person, as appropriate.

Date TBD at task order level

Printed Name and Title TBD at task order level

Signature TBD at task order level

(End of identification and assertion)

(4) When requested by the Contracting Officer, the Contractor shall provide sufficient information to enable the Contracting Officer to evaluate the Contractor's assertions. The Contracting Officer reserves the right to add the Contractor's assertions to the Attachment and validate any listed assertion, at a later date, in accordance with the procedures of the Validation of Asserted Restrictions--Computer Software clause of this contract.

(f) Marking requirements. The Contractor, and its subcontractors or suppliers, may only assert restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose computer software by marking the deliverable software or documentation subject to restriction. Except as provided in paragraph (f)(5) of this clause, only the following legends are authorized under this contract: the government purpose rights legend at paragraph (f)(2) of this clause; the restricted rights legend at paragraph (f)(3) of this clause; or the special license rights legend at paragraph (f)(4) of this clause; and/or a notice of copyright as prescribed under 17 U.S.C. 401 or 402.

(1) General markings instructions. The Contractor, or its subcontractors or suppliers, shall conspicuously and legibly mark the appropriate legend on all computer software that qualify for such markings. The authorized legends shall be placed on the transmittal document or software storage container and each page, or portions thereof, of printed material containing computer software for which restrictions are asserted. Computer software transmitted directly from one computer or computer terminal to another shall contain a notice of asserted restrictions. However, instructions that interfere with or delay the operation of computer software in order to display a restrictive rights legend or other license statement at any time prior to or during use of the computer software,

or otherwise cause such interference or delay, shall not be inserted in software that will or might be used in combat or situations that simulate combat conditions, unless the Contracting Officer's written permission to deliver such software has been obtained prior to delivery. Reproductions of computer software or any portions thereof subject to asserted restrictions, shall also reproduce the asserted restrictions.

(2) Government purpose rights markings. Computer software delivered or otherwise furnished to the Government with government purpose rights shall be marked as follows:

GOVERNMENT PURPOSE RIGHTS

Contract No. TBD at task order level

Contractor Name TBD at task order level

Contractor Address *7599

Expiration Date TBD at task order level

The Government's rights to use, modify, reproduce, release, perform, display, or disclose this software are restricted by paragraph (b)(2) of the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause contained in the above identified contract. No restrictions apply after the expiration date shown above. Any reproduction of the software or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(3) Restricted rights markings. Software delivered or otherwise furnished to the Government with restricted rights shall be marked with the following legends:

RESTRICTED RIGHTS

Contract No. TBD at task order level

Contractor Name TBD at task order level

Contractor Address TBD at task order level

The Government's rights to use, modify, reproduce, release, perform, display, or disclose this software are restricted by paragraph (b)(3) of the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause contained in the above identified contract. Any reproduction of computer software or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such software must promptly notify the above named Contractor.

(End of legend)

(4) Special license rights markings.

(i) Computer software or computer software documentation in which the Government's rights stem from a specifically negotiated license shall be marked with the following legend:

SPECIAL LICENSE RIGHTS

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these data are restricted by Contract No. TBD at task order level License No. TBD at task order level Any reproduction of computer software, computer software documentation, or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(ii) For purposes of this clause, special licenses do not include government purpose license rights acquired under a prior contract (see paragraph (b)(5) of this clause).

(5) Pre-existing markings. If the terms of a prior contract or license permitted the Contractor to restrict the Government's rights to use, modify, release, perform, display, or disclose computer software or computer software documentation and those restrictions are still applicable, the Contractor may mark such software or documentation with the appropriate restrictive legend for which the software qualified under the prior contract or license. The marking procedures in paragraph (f)(1) of this clause shall be followed.

(g) "Contractor procedures and records." Throughout performance of this contract, the Contractor and its subcontractors or suppliers that will deliver computer software or computer software documentation with other than unlimited rights, shall--

(1) Have, maintain, and follow written procedures sufficient to assure that restrictive markings are used only when authorized by the terms of this clause; and

(2) Maintain records sufficient to justify the validity of any restrictive markings on computer software or computer software documentation delivered under this contract.

(h) "Removal of unjustified and nonconforming markings."

(1) Unjustified computer software or computer software documentation markings. The rights and obligations of the parties regarding the validation of restrictive markings on computer software or computer software documentation furnished or to be furnished under this contract are contained in the Validation of Asserted Restrictions--Computer Software and the Validation of Restrictive Markings on Technical Data clauses of this contract, respectively. Notwithstanding any provision of this contract concerning inspection and acceptance, the Government may ignore or, at the Contractor's expense, correct or strike a marking if, in accordance with the procedures of those clauses, a restrictive marking is determined to be unjustified.

(2) Nonconforming computer software or computer software documentation markings. A nonconforming marking is a marking placed on computer software or computer software documentation delivered or otherwise furnished to the Government under this contract that is not in the format authorized by

this contract. Correction of nonconforming markings is not subject to the Validation of Asserted Restrictions--Computer Software or the Validation of Restrictive Markings on Technical Data clause of this contract. If the Contracting Office notifies the Contractor of a nonconforming marking or markings and the Contractor fails to remove or correct such markings within sixty (60) days, the Government may ignore or, at the Contractor's expense, remove or correct any nonconforming markings.

(i) "Relation to patents." Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(j) "Limitation on charges for rights in computer software or computer software documentation."

(1) The Contractor shall not charge to this contract any cost, including but not limited to license fees, royalties, or similar charges, for rights in computer software or computer software documentation to be delivered under this contract when--

(i) The Government has acquired, by any means, the same or greater rights in the software or documentation; or

(ii) The software or documentation are available to the public without restrictions.

(2) The limitation in paragraph (j)(1) of this clause--

(i) Includes costs charged by a subcontractor or supplier, at any tier, or costs incurred by the Contractor to acquire rights in subcontractor or supplier computer software or computer software documentation, if the subcontractor or supplier has been paid for such rights under any other Government contract or under a license conveying the rights to the Government; and

(ii) Does not include the reasonable costs of reproducing, handling, or mailing the documents or other media in which the software or documentation will be delivered.

(k) "Applicability to subcontractors or suppliers."

(1) Whenever any noncommercial computer software or computer software documentation is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in its subcontracts or other contractual instruments, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties. No other clause shall be used to enlarge or diminish the Government's, the Contractor's, or a higher tier subcontractor's or supplier's rights in a subcontractor's or supplier's computer software or computer software documentation.

(2) The Contractor and higher tier subcontractors or suppliers shall not use their power to award contracts as economic leverage to obtain rights in computer software or computer software documentation from their subcontractors or suppliers.

(3) The Contractor shall ensure that subcontractor or supplier rights are recognized and protected in the identification, assertion, and delivery processes required by paragraph (e) of this clause.

(4) In no event shall the Contractor use its obligation to recognize and protect subcontractor or supplier rights in computer software or computer software documentation as an excuse for failing to satisfy its contractual obligation to the government.

(End of Clause)

I. 88 252.227-7012 PATENT LICENSE AND RELEASE CONTRACT (SEP 1999)

THIS CONTRACT is effective as of the TBD at task order level day of TBD at task order level TBD at task order level between the UNITED STATES OF AMERICA (hereinafter called the Government), and TBD at task order level (hereinafter called the Contractor), (a corporation organized and existing under the laws of the State of TBD at task order level (a partnership consisting of TBD at task order level (an individual trading as TBD at task order level of the City of TBD at task order level in the State of TBD at task order level

WHEREAS, the Contractor warrants that it has the right to grant the within license and release, and the Government desires to procure the same, and

WHEREAS, this contract is authorized by law, including 10 U.S.C. 2386.

NOW THEREFORE, in consideration of the grant, release and agreements hereinafter recited, the parties have agreed as follows:

ARTICLE 1. License Grant.

(Insert the clause at 252.227-7004 for a paid up license, or the clause at 252.227-7006 for a license on a running royalty basis.)

ARTICLE 2. License Term.

(Insert the appropriate alternative clause at 252.227-7005 for a paid up license, or the clause at 252.227-7007 for a license on a running royalty basis.)

ARTICLE 3. Release of Past Infringement.

Insert the clause at 252.227.7001.)

ARTICLE 4. Non-Estoppel.

(Insert the clause at 252.227-7000.)

ARTICLE 5. Payment.

The Contractor shall be paid the sum of TBD at task order level Dollars (\$TBD at task order level in full compensation for the rights herein granted and agreed to be granted. (For a license on a running royalty basis, insert the clause at 252.227-7006 in accordance with the instructions therein, and also the clause as specified at 252.227-7002 and 252.227-7009 and 252.227-7010.)

ARTICLE 6. Covenant Against Contingent Fees.

(Insert the clause at FAR 52.203-5.)

ARTICLE 7. Assignment of Claims.

(Insert the clause at FAR 52.232-23.)

ARTICLE 8. Gratuities.

(Insert the clause at FAR 52.203-3.)

ARTICLE 9. Disputes.

(Insert the clause at FAR 52.233-1.)

ARTICLE 10. Successors and Assignees.

This Agreement shall be binding upon the Contractor, its successors++ and assignees, but nothing contained in this Article shall authorize an assignment of any claim against the Government otherwise than as permitted by law.

IN WITNESS WHEREOF, the parties hereto have executed this contract.

THE UNITED STATES OF AMERICA By _____

Date _____ (Signature and Title of Contractor Representative) _____ By _____ Date _____

(End of Clause)

I. 89 252.225-7026 ACQUISITION RESTRICTED TO PRODUCTS OR SERVICES FROM IRAQ OR AFGHANISTAN (APR 2010)

(a) Definitions. As used in this clause--

(1) "Product from Iraq or Afghanistan" means a product that is mined, produced, or manufactured in Iraq or Afghanistan.

(2) "Service from Iraq or Afghanistan" means a service including construction that is performed in Iraq or Afghanistan predominantly by citizens or permanent resident aliens of Iraq or Afghanistan.

(b) The Contractor shall provide only products from Iraq or Afghanistan or services from Iraq or Afghanistan under this contract.

(End of clause)

I. 90 252.222-7000 RESTRICTIONS ON EMPLOYMENT OF PERSONNEL (MAR 2000)

(a) The Contractor shall employ, for the purpose of performing that portion of the contract work in TBD at Task Order Level individuals who are residents of thereof and who, in the case of any craft or trade, possess or would be able to acquire promptly the necessary skills to perform the contract.

(b) The Contractor shall insert the substance of this clause, including this paragraph (b), in each subcontract awarded under this contract.

(End of clause)

I. 91 252.211-7007 REPORTING OF GOVERNMENT-FURNISHED EQUIPMENT IN THE DOD ITEM UNIQUE IDENTIFICATION (IUID) REGISTRY (NOV 2008)

(a) Definitions. As used in this clause--

"2D data matrix symbol" means the 2-dimensional Data Matrix ECC 200 as specified by International Standards Organization/International Electrotechnical Commission (ISO/IEC) Standard 16022: Information Technology # International Symbology Specification # Data Matrix.

"Acquisition cost," for Government-furnished equipment, means the amount identified in the contract, or in the absence of such identification, the item's fair market value.

"Concatenated unique item identifier" means--

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; e.g., the enterprise identifier along with the contractor's property internal identification, i.e., tag number is recognized as the serial number; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

"Equipment" means a tangible item that is functionally complete for its intended purpose, durable, nonexpendable, and needed for the performance of a contract. Equipment is not intended for sale, and does not ordinarily lose its identity or become a component part of another article when put into use.

"Government-furnished equipment" means an item of special tooling, special test equipment, or equipment, in the possession of, or directly acquired by, the Government and subsequently furnished to the Contractor (including subcontractors and alternate locations) for the performance of a contract.

"Item" means equipment, special tooling, or special test equipment, to include such equipment, special tooling, or special test equipment that is designated as serially managed, mission essential, sensitive, or controlled inventory (if previously identified as such in accordance with the terms and conditions of the contract).

"Item unique identification (IUID)" means a system of assigning, reporting, and marking DoD property with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items.

"IUID Registry" means the DoD data repository that receives input from both industry and Government sources and provides storage of, and access to, data that identifies and describes tangible Government personal property.

"Material" means property that may be consumed or expended during the performance of a contract, component parts of a higher assembly, or items that lose their individual identity through incorporation into an end item. Material does not include equipment, special tooling, or special test equipment.

"Reparable" means an item, typically in unserviceable condition, furnished to the Contractor for maintenance, repair, modification, or overhaul.

"Sensitive item" means an item potentially dangerous to public safety or security if stolen, lost, or misplaced, or that shall be subject to exceptional physical security, protection, control, and accountability. Examples include weapons, ammunition, explosives, controlled substances, radioactive materials, hazardous materials or wastes, or precious metals.

"Serially managed item" means an item designated by DoD to be uniquely tracked, controlled, or managed in maintenance, repair, and/or supply systems by means of its serial number.

"Special test equipment" means either single or multipurpose integrated test units engineered, designed, fabricated, or modified to accomplish special purpose testing in performing a contract.

It consists of items or assemblies of equipment including foundations and similar improvements necessary for installing special test equipment, and standard or general purpose items or components that are interconnected and interdependent so as to become a new functional entity for special testing purposes. Special test equipment does not include material, special tooling, real property, or equipment items used for general testing purposes, or property that with relatively minor expense can be made suitable for general purpose use.

"Special tooling" means jigs, dies, fixtures, molds, patterns, taps, gauges, and all components of these items, including foundations and similar improvements necessary for installing special tooling, and which are of such a specialized nature that without substantial modification or alteration their use is limited to the development or production of particular supplies or parts thereof or to the performance of particular services. Special tooling does not include material, special test equipment, real property, equipment, machine tools, or similar capital items.

"Unique item identifier (UII)" means a set of data elements permanently marked on an item that is globally unique and unambiguous and never changes, in order to provide traceability of the item throughout its total life cycle. The term includes a concatenated UII or a DoD recognized unique identification equivalent.

"Virtual UII" means the UII data elements assigned to an item that is not marked with a DoD compliant 2D data matrix symbol, e.g., enterprise identifier, part number, and serial number; or the enterprise identifier along with the Contractor's property internal identification, i.e., tag number.

(b) Requirement for item unique identification of Government-furnished equipment. Except as provided in paragraph (c) of this clause--

(1) Contractor accountability and management of Government-furnished equipment shall be performed at the item level; and

(2) Unless provided by the Government, the Contractor shall establish a virtual UII or a DoD recognized unique identification for items that are--

(i) Valued at \$5,000 or more in unit acquisition cost; or

(ii) Valued at less than \$5,000 in unit acquisition cost and are serially managed, mission essential, sensitive, or controlled inventory, as identified in accordance with the terms and conditions of the contract.

(c) Exceptions. Paragraph (b) of this clause does not apply to--

- (1) Government-furnished material;
 - (2) Reparables;
 - (3) Contractor-acquired property;
 - (4) Property under any statutory leasing authority;
 - (5) Property to which the Government has acquired a lien or title solely because of partial, advance, progress, or performance-based payments;
 - (6) Intellectual property or software; or
 - (7) Real property.
- (d) Procedures for establishing UIIs. To permit reporting of virtual UIIs to the DoD IUID Registry, the Contractor's property management system shall enable the following data elements in addition to those required by paragraph (f)(1)(iii) of the Government Property clause of this contract (FAR 52.245-1):
- (1) Parent UII.
 - (2) Concatenated UII.
 - (3) Received/Sent (shipped) date.
 - (4) Status code.
 - (5) Current part number (if different from the original part number).
 - (6) Current part number effective date.
 - (7) Category code ("E" for equipment).
 - (8) Contract number.
 - (9) Commercial and Government Entity (CAGE) code.
 - (13) Mark record.
 - (i) Bagged or tagged code (for items too small to individually tag or mark).
 - (ii) Contents (the type of information recorded on the item, e.g., item internal control number).
 - (iii) Effective date (date the mark is applied).
 - (iv) Added or removed code/flag.
 - (v) Marker code (designates which code is used in the marker identifier, e.g., D-CAGE, UN-DUNS, LD-DCDAAC).
 - (vi) Marker identifier, e.g., Contractor's CAGE code or DUNS number.
 - (vii) Medium code; how the data is recorded, e.g., barcode, contact memory button.
 - (viii) Value, e.g., actual text or data string that is recorded in its human readable form.
 - (ix) Set (used to group marks when multiple sets exist); for the purpose of this clause, this defaults to "one (1)".
- (e) Procedures for updating the DoD IUID Registry. The Contractor shall update the DoD IUID Registry at <https://www.bpn.gov/iuid> for changes in status, mark, custody, or disposition of items--
- (1) Delivered or shipped from the Contractor's plant, under Government instructions, except when shipment is to a subcontractor or other location of the Contractor;
 - (2) Consumed or expended, reasonably and properly, or otherwise accounted for, in the performance of the contract as determined by the Government property administrator, including reasonable inventory adjustments;
 - (3) Disposed of; or
 - (4) Transferred to a follow-on or other contract.
- (End of clause)

I. 92 52.234-7302 PAYMENT FOR SUBLINE ITEMS NOT SEPARATELY PRICED (DEC 1991)

- (a) If the schedule in this contract contains any contract subline items or exhibit subline items identified as not separately priced (NSP), it means that the unit price for that subline item is included in the unit price of another, related line or subline item.
 - (b) The Contractor shall not invoice the Government for any portion of a contract line item or exhibit line item which contains an NSP until--
 - (1) The Contractor has delivered the total quantity of all related contract subline items or exhibit subline items; and
 - (2) The Government has accepted them.
 - (c) This clause does not apply to technical data.
- (End of clause)

I. 93 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

(Reference 52.253-1)

I. 94 52.253-1 INDEMNIFICATION UNDER PUBLIC LAW 85-804 (APR 1984)

(Reference 52.250-1)

I. 95 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)

(Reference 52.249-8)

I. 96 52.249-4 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (SERVICES) (SHORT FORM) (APR 1984)

(Reference 52.249-4)

I. 97 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (MAY 2004)

(Reference 52.249-2)

I. 98 52.248-1 VALUE ENGINEERING (OCT 2010)

(Reference 52.248-1)

I. 99 52.247-63 PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JUN 2003)

(Reference 52.247-63)

I. 100 52.246-25 LIMITATION OF LIABILITY--SERVICES (FEB 1997)

(Reference 52.246-25)

I. 101 52.246-23 LIMITATION OF LIABILITY (FEB 1997)

(Reference 52.246-23)

I. 102 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2010)

(Reference 52.244-6)

I. 103 52.244-2 SUBCONTRACTS (OCT 2010)

(Reference 52.244-2)

I. 104 52.243-7 NOTIFICATION OF CHANGES (APR 1984)

(Reference 52.243-7)

I. 105 52.243-3 CHANGES--TIME-AND-MATERIALS OR LABOR-HOURS (SEP 2000)

(Reference 52.243-3)

I. 106 52.243-1 I CHANGES--FIXED-PRICE (AUG 1987)--ALTERNATE I (APR 1984)

(Reference 52.243-1 I)

I. 107 52.242-13 BANKRUPTCY (JUL 1995)

(Reference 52.242-13)

I. 108 52.242-2 PRODUCTION PROGRESS REPORTS (APR 1991)

(Reference 52.242-2)

I. 109 52.242-1 NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)

(Reference 52.242-1)

I. 110 52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)

(Reference 52.239-1)

I. 111 52.237-3 CONTINUITY OF SERVICES (JAN 1991)

(Reference 52.237-3)

I. 112 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

(Reference 52.233-4)

I. 113 52.233-3 PROTEST AFTER AWARD (AUG 1996)

(Reference 52.233-3)

I. 114 52.233-1 I DISPUTES (JUL 2002)--ALTERNATE I (DEC 1991)

(Reference 52.233-1 I)

I. 115 52.232-35 DESIGNATION OF OFFICE FOR GOVERNMENT RECEIPT OF ELECTRONIC FUNDS TRANSFER INFORMATION (MAY 1999)

(Reference 52.232-35)

I. 116 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

(Reference 52.232-33)

I. 117 52.232-25 PROMPT PAYMENT (OCT 2008)

(Reference 52.232-25)

I. 118 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)

(Reference 52.232-23)

I. 119 52.232-22 LIMITATION OF FUNDS (APR 1984)

(Reference 52.232-22)

I. 120 52.232-20 LIMITATION OF COST (APR 1984)

(Reference 52.232-20)

I. 121 52.232-18 AVAILABILITY OF FUNDS (APR 1984)

(Reference 52.232-18)

I. 122 52.232-17 INTEREST (OCT 2010)

(Reference 52.232-17)

I. 123 52.232-16 PROGRESS PAYMENTS (AUG 2010)

(Reference 52.232-16)

I. 124 52.232-11 EXTRAS (APR 1984)

(Reference 52.232-11)

I. 125 52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)

(Reference 52.232-9)

I. 126 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)

(Reference 52.232-8)

I. 127 52.232-7 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (FEB 2007)

(Reference 52.232-7)

I. 128 52.232-1 PAYMENTS (APR 1984)

(Reference 52.232-1)

I. 129 52.230-6 ADMINISTRATION OF COST ACCOUNTING STANDARDS (JUN 2010)

(Reference 52.230-6)

I. 130 52.229-8 TAXES--FOREIGN COST-REIMBURSEMENT CONTRACTS (MAR 1990)

(Reference 52.229-8)

I. 131 52.229-6 TAXES--FOREIGN FIXED-PRICE CONTRACTS (JUN 2003)

(Reference 52.229-6)

I. 132 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (APR 2003)

(Reference 52.229-3)

I. 133 52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(Reference 52.228-5)

I. 134 52.228-4 WORKERS' COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984)

(Reference 52.228-4)

I. 135 52.228-3 WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) (APR 1984)

(Reference 52.228-3)

I. 136 52.225-19 CONTRACTOR PERSONNEL IN A DESIGNATED OPERATIONAL AREA OR SUPPORTING A DIPLOMATIC OR CONSULAR MISSION OUTSIDE THE UNITED STATES (MAR 2008)

(Reference 52.225-19)

I. 137 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)

(Reference 52.225-13)

I. 138 52.224-2 PRIVACY ACT (APR 1984)

(Reference 52.224-2)

I. 139 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)

(Reference 52.224-1)

I. 140 52.223-14 (52.223-14) [RESERVED]

(Reference 52.223-14)

I. 141 52.223-10 WASTE REDUCTION PROGRAM (AUG 2000)

(Reference 52.223-10)

I. 142 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

(Reference 52.223-6)

I. 143 52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003)

(Reference 52.223-5)

I. 144 52.223-4 RECOVERED MATERIAL CERTIFICATION (MAY 2008)

(Reference 52.223-4)

I. 145 52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009)

(Reference 52.222-50)

I. 146 52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (SEP 2010)

(Reference 52.222-38)

I. 147 52.222-37 EMPLOYMENT REPORTS VETERANS (SEP 2010)

(Reference 52.222-37)

I. 148 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT 2010)

(Reference 52.222-36)

I. 149 52.222-35 EQUAL OPPORTUNITY FOR VETERANS. [SEP 2010]

(Reference 52.222-35)

I. 150 52.222-29 NOTIFICATION OF VISA DENIAL (JUN 2003)

(Reference 52.222-29)

I. 151 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(Reference 52.222-21)

- I. 152 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION (JUL 2005)
(Reference 52.222-4)
- I. 153 52.222-3 CONVICT LABOR (JUN 2003)
(Reference 52.222-3)
- I. 154 52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1999)
(Reference 52.222-2)
- I. 155 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
(Reference 52.222-1)
- I. 156 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION (APR 2009)
(Reference 52.219-28)
- I. 157 52.219-16 LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (JAN 1999)
(Reference 52.219-16)
- I. 158 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2011)
(Reference 52.219-9)
- I. 159 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (JAN 2011)
(Reference 52.219-8)
- I. 160 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 2011)
(Reference 52.219-4)
- I. 161 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)
(Reference 52.217-8)
- I. 162 52.216-29 TIME-AND-MATERIALS/LABOR-HOUR PROPOSAL REQUIREMENTS -- NON-COMMERCIAL ITEM ACQUISITION WITH ADEQUATE PRICE COMPETITION (FEB 2007)
(Reference 52.216-29)
- I. 163 52.216-7 ALLOWABLE COST AND PAYMENT (DEC 2002)
(Reference 52.216-7)
- I. 164 52.215-23 I LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009) ALTERNATE I (OCT 2010)
(Reference 52.215-23 I)
- I. 165 52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009)
(Reference 52.215-23)

I. 166 52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA--MODIFICATIONS (OCT 2010)

(Reference 52.215-21)

I. 167 52.215-18 REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (JUL 2005)

(Reference 52.215-18)

I. 168 52.215-17 WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)

(Reference 52.215-17)

I. 169 52.215-14 INTEGRITY OF UNIT PRICES (OCT 2010)

(Reference 52.215-14)

I. 170 52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA--MODIFICATIONS (OCT 2010)

(Reference 52.215-13)

I. 171 52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA--MODIFICATIONS (OCT 2010)

(Reference 52.215-11)

I. 172 52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)

(Reference 52.215-8)

I. 173 52.215-2 AUDIT AND RECORDS--NEGOTIATION (OCT 2010)

(Reference 52.215-2)

I. 174 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (DEC 2010)

(Reference 52.209-6)

I. 175 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL 2010)

(Reference 52.204-10)

I. 176 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

(Reference 52.204-9)

I. 177 52.204-7 CENTRAL CONTRACTOR REGISTRATION (APR 2008)

(Reference 52.204-7)

I. 178 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(Reference 52.204-5)

I. 179 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)

(Reference 52.204-4)

I. 180 52.204-2 SECURITY REQUIREMENTS (AUG 1996)

(Reference 52.204-2)

I. 181 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)

(Reference 52.203-12)

I. 182 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)

(Reference 52.203-11)

I. 183 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(Reference 52.203-10)

I. 184 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(Reference 52.203-8)

I. 185 52.203-7 ANTI-KICKBACK PROCEDURES (OCT 2010)

(Reference 52.203-7)

I. 186 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)

(Reference 52.203-6)

I. 187 52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)

(Reference 52.203-5)

I. 188 52.203-3 GRATUITIES (APR 1984)

(Reference 52.203-3)

I. 189 52.202-1 DEFINITIONS (JUL 2004)

(Reference 52.202-1)

I. 190 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

www.acquisition.gov/far,
www.acquisition.gov/dfars

(End of Clause)

I. 191 52.232-32 PERFORMANCE-BASED PAYMENTS (AUG 2010)

(a) "Amount of payments and limitations on payments." Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract's description of the basis for payment.

(b) "Contractor request for performance-based payment." The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractor's request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.

(c) "Approval and payment of requests."

(1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.

(2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the 30th day after receipt of the request for performance-based payment by the designated payment office. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquires into the status of an event or performance criterion, or into any of the conditions listed in paragraph (e) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.

(3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.

(d) "Liquidation of performance-based payments."

(1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts of a liquidation percentage.

(2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.

(e) "Reduction or suspension of performance-based payments." The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).

(2) Performance of this contract is endangered by the Contractor's--

(i) Failure to make progress; or

(ii) Unsatisfactory financial condition.

(3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

(f) "Title."

(1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract.

(2) "Property," as used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under paragraph (f)(2)(ii) of this clause; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract (e.g., the termination clauses) shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officer's approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.

(5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor shall obtain the Contracting Officer's advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not--

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(g) "Risk of loss." Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is lost, stolen, damaged, or destroyed, the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(h) "Records and controls." The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.

(i) "Reports and Government access." The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.

(j) "Special terms regarding default." If this contract is terminated under the Default clause,

(1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and

(2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.

(k) "Reservation of rights."

(1) No payment or vesting of title under this clause shall--

(i) Excuse the Contractor from performance of obligations under this contract, or

(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause--

(i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(l) "Content of Contractor's request for performance-based payment." The Contractor's request for performance-based payment shall contain the following:

(1) The name and address of the Contractor;

(2) The date of the request for performance-based payment;

(3) The contract number and/or other identifier of the contract or order under which the request is made;

(4) Such information and documentation as is required by the contract's description of the basis for payment; and

(5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.

(m) "Content of Contractor's certification." As required in paragraph (1)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

I certify to the best of my knowledge and belief that--

(1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;

(2) (Except as reported in writing on _____), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;

(3) There are no encumbrances (except as reported in writing on _____) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;

(4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated _____; and

(5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

(End of Clause)

I. 192 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond FY12. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond FY12 until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

I. 193 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2003)

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years for the basic contract with 5 year task orders.

(End of Clause)

I. 194 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) "Minimum order." When the Government requires supplies or services covered by this contract in an amount of less than \$3,000.00 the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) "Maximum order." The Contractor is not obligated to honor--

(1) Any order for a single item in excess of \$5,600,000,000.00

(2) Any order for a combination of items in excess of \$5,600,000,000.00 or

(3) A series of orders from the same ordering office within \$5,600,000,000.00 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

I. 195 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through 60 months from date of award.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

I. 196 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of Clause)

I. 197 52.215-20 III REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA (OCT 2010)--ALTERNATE III (OCT 1997)

(a) "Exceptions from certified cost or pricing data."

(1) In lieu of submitting certified cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following paragraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) "Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) "Commercial item exception." For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) "Requirements for certified cost or pricing data." If the offeror is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

(1) The offeror shall prepare and submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments in accordance with the instructions contained in Table 15-2 of FAR 15.408, which is incorporated by reference with the same force and effect as though it were inserted here in full text. The instructions in Table 15-2 are incorporated as a mandatory format to be used in this contract, unless the Contracting Officer and the Contractor agree to a different format and change this clause to use Alternate 1.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(c) Submit the cost portion of the proposal via the following electronic media: TBD

(End of Provision)

I. 198 52.233-3 I PROTEST AFTER AWARD (AUG 1996)--ALTERNATE I (JUN 1985)

(Reference 52.233-3 I)

I. 199 52.251-2 INTERAGENCY FLEET MANAGEMENT SYSTEM VEHICLES AND RELATED SERVICES (JAN 1991)

(Reference 52.251-2)

I. 200 52.251-1 GOVERNMENT SUPPLY SOURCES (AUG 2010)

(Reference 52.251-1)

I. 201 52.250-5 SAFETY ACT--EQUITABLE ADJUSTMENT (FEB 2009)

(Reference 52.250-5)

I. 202 52.249-14 EXCUSABLE DELAYS (APR 1984)

(Reference 52.249-14)

I. 203 52.249-6 TERMINATION (COST-REIMBURSEMENT) (MAY 2004)

(Reference 52.249-6)

I. 204 52.247-68 REPORT OF SHIPMENT (REPSHIP) (FEB 2006)

(Reference 52.247-68)

I. 205 52.247-64 I PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS (APR 2003)--
ALTERNATE I (APR 2003)

(Reference 52.247-64 I)

I. 206 52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS (FEB 2006)

(Reference 52.247-64)

I. 207 52.247-1 COMMERCIAL BILL OF LADING NOTATIONS (FEB 2006)

(Reference 52.247-1)

I. 208 52.245-9 USE AND CHARGES (AUG 2010)

(Reference 52.245-9)

I. 209 52.245-1 GOVERNMENT PROPERTY (AUG 2010)

(Reference 52.245-1)

I. 210 52.243-2 I CHANGES--COST-REIMBURSEMENT (AUG 1987)--ALTERNATE I (APR 1984)

(Reference 52.243-2 I)

I. 211 52.242-4 CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)

(Reference 52.242-4)

I. 212 52.242-3 PENALTIES FOR UNALLOWABLE COSTS (MAR 2001)

(Reference 52.242-3)

I. 213 52.232-34 PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR REGISTRATION
(MAY 1999)

(Reference 52.232-34)

I. 214 52.230-3 DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES (OCT 2008)

(Reference 52.230-3)

I. 215 52.230-2 COST ACCOUNTING STANDARDS (OCT 2010)

(Reference 52.230-2)

I. 216 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)

(Reference 52.227-23)

I. 217 52.227-14 RIGHTS IN DATA--GENERAL (DEC 2007)

(Reference 52.227-14)

I. 218 52.223-15 ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007)

(Reference 52.223-15)

I. 219 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009)

(Reference 52.222-54)

I. 220 52.222-26 EQUAL OPPORTUNITY (MAR 2007)

(Reference 52.222-26)

I. 221 52.222-19 CHILD LABOR--COOPERATION WITH AUTHORITIES AND REMEDIES (JUL 2010)

(Reference 52.222-19)

I. 222 52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)

(Reference 52.219-14)

I. 223 52.216-11 COST CONTRACT--NO FEE (APR 1984)

(Reference 52.216-11)

I. 224 52.216-10 INCENTIVE FEE (MAR 1997)

(Reference 52.216-10)

I. 225 52.216-8 FIXED FEE (MAR 1997)

(Reference 52.216-8)

I. 226 52.215-12 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA (OCT 2010)

(Reference 52.215-12)

I. 227 52.215-10 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA (OCT 2010)

(Reference 52.215-10)

I. 228 52.207-5 OPTION TO PURCHASE EQUIPMENT (FEB 1995)

(Reference 52.207-5)

I. 229 52.207-3 RIGHT OF FIRST REFUSAL OF EMPLOYMENT (MAY 20-06)

(Reference 52.207-3)

I. 230 52.203-15 WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (JUN 2010)

(Reference 52.203-15)

I. 231 52.203-14 DISPLAY OF HOTLINE POSTER(S) (DEC 2007)

(Reference 52.203-14)

I. 232 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (APR 2010)

(Reference 52.203-13)

I. 233 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Federal Acquisition Regulation or Department of Defense Federal Acquisition Regulation Supplement (48 CFR clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of Clause)

I. 234 52.252-4 ALTERATIONS IN CONTRACT (APR 1984)

Portions of this contract are altered as follows: TBD

(End of Clause)

I. 235 52.247-67 SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT (FEB 2006)

(a) The Contractor shall submit to the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that were paid--

(1) By the Contractor under a cost-reimbursement contract; and

(2) By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.

(b) Cost-reimbursement Contractors shall only submit for audit those bills of lading with freight shipment charges exceeding \$100. Bills under \$100 shall be retained on-site by the Contractor and made available for on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(c) Contractors shall submit the above referenced transportation documents to--
the Contracting Officer's Representative - TBD at task order level

(End of clause)

I. 236 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided,

that the Contractor shall not be required to make any deliveries under this contract after 10 years from date of award

(End of Clause)

I. 237 52.234-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of Jennifer Sylvestre, Contracting Officer, and shall not be binding until so approved.

(End of Clause)

I. 238 1052.239-92 PRICE ADJUSTMENTS FOR EXTRA FEATURES(DEC 2008)

a. If the contractor delivers ADPE with features that are in addition to those specified or authorized in this contract, and if acceptance of such ADPE results in higher maintenance costs to the Government because of the assistance of those features, then the contractor agrees to a price adjustment applicable to those additional features as follows:

- (1) ADPE delivered for lease or rental. The monthly lease or rental prices shall be reduced by the amount the Government would be or is being charged by the Original Equipment Manufacturer (OEM) for maintenance of the additional feature or features for the systems life specified in the solicitation or contract. Prices for maintenance of such additional features to be used for adjustments hereunder shall be those listed in the current GSA ADP Schedule Contract with the OEM, or if no such contract exists, the OEM's commercial prices for such maintenance shall be used.
- (2) ADPE delivered for purchase by the Government. The purchase price of the item of equipment containing the additional feature(s) shall be reduced by the amount the Government would be or is being charged by the Original Equipment Manufacturer (OEM) for maintenance of the additional features or features for the systems life specified in the solicitation or contract. Prices for maintenance of such additional features to be used for adjustments hereunder shall be those listed in the current GSA ADP Schedule Contract with the OEM, or if no such contract exists, the OEM's commercial prices for such maintenance shall be used.
- (3) ADPE maintained under this contract. The Government shall not require any price adjustment under this provision for any periods of time that maintenance is provided under this contract.
- (4) Nothing in this provision waives the Government's right to reject nonconforming supplies or services under the Inspection clause(s) in this contract.
- (5) The Government shall not be entitled to any price adjustments hereunder, unless the contracting officer notifies the contractor in writing within 90 calendar days from the date that maintenance under this contract is discontinued.

(End of Clause)

I. 239 1052.215-97 CHANGE IN KEY PERSONNEL(DEC 2008)

The contractor shall notify the contracting officer prior to making any change in the individuals listed below as key personnel assigned to this contract. The contractor must demonstrate that the qualifications of the prospective personnel are equal to, or better than, the qualifications of the personnel being replaced.

[List here the key personnel]

(End of Clause)

I. 240 1052.245-91 GOVERNMENT FURNISHED DATA(DEC 2008)

- a. The data identified below to be provided the contractor will be made available within TBD at task order level days from the date of award and will be returned TBD at task order level days from performance completion.
- b. The data identified to be made available for on-site review will be made

available upon request to the COR provided the requester has adequate identification, evidence of appropriate security clearance and evidence of authorization (contract). c. Any data required and not listed will be made available only upon written authority of the COR. d. Data to be provided: TBD at task order level (End of Clause)

I. 241 1052.245-90 GOVERNMENT FURNISHED PROPERTY(DEC 2008)

a. Pursuant to the contract clause entitled "Government Furnished Property" the Government shall furnish the property indicated hereinafter to the contractor within 15 days after contract award for use in connection with the performance of the requirements set forth herein and for a period not to exceed the effective period of this contract (including any subsequent extension) F.O.B. contractor's place of performance. b. Upon completion or termination of this contract, unless sooner requested by the Government, the contractor shall return to the Government all such physically deliverable property or equipment, as well as any contractor acquired property which may accrue to the Government under contractual terms, provided such property has not been previously incorporated into any contractual line items as a part hereof, tested to destruction, or otherwise expended or rendered valueless as a result of performance. c. The Government shall furnish: TBD at task order level. (End of Clause)

I. 242 1052.239-91 STANDARDS OF PERFORMANCE AND ACCEPTANCE OF EQUIPMENT(DEC 2008)

a. Contractor Certification. Upon installation of equipment and systems software comprising a system, the contractor shall certify in writing that the particular system is installed, the system is ready for Acceptance Testing, and that system complies with the manufacturer's specifications and with all the requirements of the Specifications set forth in SECTION C. These certifications shall not lessen the Government's right to inspect and accept or reject the installed system. b. Performance Standard For Documentation. The contractor shall certify that manufacturer manuals shipped with the equipment and systems software or otherwise provided under contract accurately reflect the configuration of the delivered equipment and systems software or the operation and maintenance thereof. c. Standard Of Performance. Each delivered system and its component parts must operate to the manufacturer's specifications and in compliance with all technical requirements in the Technical Specifications, at an average effectiveness level of at least TBD at Task Order Level & for the life of that system or component part(s). d. Performance Period. (1) A performance period of thirty (30) consecutive calendar days and a minimum of 100 hours of productive operational use time (based on 24 hours daily operation) shall be the basis for computation of the average effectiveness level except as outlined in Paragraph g. below. (2) If the TBD at Task Order Level & average effectiveness level is not attained on a system/item of equipment during the initial 30 consecutive day period, the performance period shall be moved forward on a day-to-day basis, for the system/item of equipment, for no more than 60 additional days; until the TBD at Task Order Level & average effectiveness level is achieved for that system/item of equipment over a sliding 30 consecutive day time frame. If the Standard of Performance on any given system/item of equipment is not met within 90 consecutive days from the installation date, the Government may, at its option, continue testing, require a replacement system/item of equipment, or invoke the Default Clause. e. Standard of Performance for Added or Replaced Elements. For acceptance testing of an individual replacement or additional machine, the actual operational use time may be less than 100 hours when, at the sole discretion of the Government, a lesser time is considered adequate to demonstrate equipment acceptability and when the lesser time is all that can be expected to accrue from scheduled operations, during the test period. f. Average Effectiveness Level. (1) The average effectiveness level for a system/item of equipment is a percentage figure determined by dividing the total productive operational use time for a system/item of equipment during a given period by the sum of that total productive operational use time plus the functional failure downtime of that system/item of equipment during the same performance period.

$$\text{Average Effectiveness Level} = \frac{100 \times \text{Productive Operational Use Time}}{\text{Productive Operational Use Time} + \text{Functional Failure Downtime}}$$

(2) If a System as a whole meets the performance standard, but the average effectiveness level of one or more items of equipment fails to meet the performance standard during the same period, the Government may require replacement of the defective items of equipment. (3) When a system goes down during the performance period for that system, but a major portion of the system remains usable without interfering with the supplier's maintenance/ repair work, and the Government agrees that mission workload or simulated workload can continue, the productive operational use time which accrues during such periods shall be included in the average effectiveness level computations, and the system shall not be counted as "down." g. Functional Failure Downtime. For the purpose of the Standard of Performance, the system/item of equipment is considered down when, due to malfunction of hardware or systems software acquired under this contract, the system/item of equipment fails to perform to manufacturer's specifications and in compliance with all technical requirements in the contract. Downtime shall be measured from the time the Government makes a bona-fide attempt to notify the contractor's designated point of contact until the system is returned to good operating condition (i.e., functions to the manufacturer's specifications and in compliance with technical

requirements of the contract). If for any reason the contractor is denied access to the system/item of equipment for diagnosis and/or repair, then the system/item of equipment shall not be considered down for this period. h. Start Of Downtime. Downtime for each incident shall start from the time the Government contacts (or makes bona-fide attempt to contact) the contractor's designated representative at the re-arranged contact point and shall run until the system/item of equipment is returned to the Government in proper operating condition. The contractor shall provide a point of contact (not a machine answering device) to permit the Government to make such contact. At the request of the contractor, the Government shall make available not only the failed equipment, but also those machines which must be utilized by the contractor in accomplishing such repairs. i. Productive Operational Use Time. For the purpose of the Standard of Performance, productive operational use time for a system/item of equipment is defined as that time during which the system/item of equipment was in actual operation performing mission workload or simulated workload. Productive operational use time and downtime shall be measured in hours and whole minutes. j. Time Exclusion. During the performance period, time used for the following operations shall be excluded from average effectiveness level computations: preventive maintenance time. k. Delay of Start of Performance Period. Should it be necessary, the Government may, upon prior notice to the contractor, delay the start of Standards of Performance Period, but such delay shall not exceed 30 consecutive days; therefore, the Performance Period must start no later than the 31st day after the installation date. Should the Government delay the start of the Standard of Performance Period, Principal Period of Maintenance (PPM) charges shall accrue for that period of time between the installation date and the start of Performance Period. The accrued PPM charge attributable to delay will be paid only upon successful completion of the Performance Period. l. Daily Records. The Government shall maintain appropriate daily records to satisfy all requirements of paragraph d. (and subparagraphs thereof) and shall promptly notify the contractor of the date of first day of successful performance period. m. Formal Acceptance. Formal acceptance of equipment and services by the Government, upon successful completion of the inspection and acceptance test, will be acknowledged on the face of the required Material Inspection and Receiving Report, DD Form 250. No payments shall be made under this contract on delivered equipment or services without formal acceptance being made by a duly authorized representative of the Government acknowledging such acceptance by his signature on the face of the DD Form 250. The contractor shall be responsible for preparation and submission of DD Forms 250 Material Inspection and Receiving Report. Distribution shall be accomplished in accordance with DFARS Appendix I. n. Maintenance Service and Parts. Maintenance service and parts shall be furnished by the contractor without additional charge during the standard of performance period unless such service and parts are required due to fault or negligence of the Government. o. Cost of Transportation of Replacement Equipment. The contractor shall bear the cost of transportation whenever equipment is subject to mechanical replacement unless the replacement is required due to fault or negligence of the Government. (End of Clause)

I. 243 1052.239-90 SOFTWARE WARRANTY(DEC 2008)

The contractor warrants that, to the best of its knowledge and belief, software provided under this contract does not contain any malicious code, program, or other internal component (e.g., computer virus) which could damage, destroy, or alter software, firmware, or hardware or which could reveal any data or other information accessed through or processed by the software. Further, the contractor shall immediately inform the contracting officer upon reasonable suspicion that any software provided hereunder may cause the harm described above.

(End of Clause)

I. 244 1052.237-91 ACQUISITION OF HARDWARE UNDER SERVICE CONTRACTS(DEC 2008)

"IMPORTANT: The purpose of this Task Order is for the acquisition of services. The vendor is hereby notified that NO supplies (hardware, firmware and/or software) of any kind may be purchased by the contractor on behalf of the government, or by the contractor for their use and later transfer to the government, via this Task Order UNLESS this Task Order has a Contract Line Item Number (CLIN) specifically identifying those supplies being acquired. The contractor may not be reimbursed for ANY supplies acquired under a services contract unless a specific line item for those supplies appears in the contract. No government representative, other than the contracting officer, has the authority to alter or change this notice. Any alteration or change MUST be accomplished via the issuance of a Modification to this Task Order."

(End of Clause)

I. 245 1052.237-90 REQUIRED CONTRACTOR INFORMATION FOR DIA'S HUMAN CAPITAL MANAGEMENT SYSTEM (EZHR) (DEC 2008)

The contractor shall ensure that all contractor personnel shall accurately enter and maintain required administrative information in DIA's official human capital management system (eZHR). Information maintained in eZHR is protected by the Privacy Act of 1974. DIA will use this information to facilitate enterprise management and operations (e.g., authenticate security and systems access, issue identification cards, compile total force metrics, and electronically maintain administrative information in other DIA and/or Intelligence Community business systems). Contractor personnel are required to update their eZHR records within 72 hours after an event occurs that requires a record update. The contracting officer or Contracting Officer's Representative will provide a copy of the appropriate guidance to the contractor upon award.

(End of Clause)

I. 246 1052.232-96 INCREMENTAL FUNDING(DEC 2008)

This contract shall be subject to incremental funding with STBD at Task Order Level presently made available for performance under this contract. It is estimated that the funds presently available are sufficient to permit the contractor's performance through TBD at Task Order Level. Except in accordance with the clauses "TERMINATION" and "LIMITATION OF FUNDS", no legal liability on the part of the Government for payment of any money in excess of STBD at Task Order Level shall arise unless and until additional funds are made available by the contracting officer through a modification to this contract. (End of Clause)

I. 247 1052.232-96 ALLOCATION OF CONTRACT COSTS(DEC 2008)

Because this contract is supported by two or more fund citations, all requests for progress payments and invoices submitted for payment shall allocate costs based on the tasks defined in the Schedule.

An invoice not properly allocated shall be considered an improper invoice under the Prompt Payment Act. For cost-reimbursement type contracts requiring a Contract Fund Status Report (CFSR), the contractor shall provide a summary sheet with the billing (rather than submitting a copy of the CFSR), using the data from the current period CFSRs to identify each accounting classification reference number (ACRN) and cost for the current period. The total of the summary sheet should equate to the total amount of the contractor's billing. Below is a model for the contractor's use in accomplishing cost allocation.

ITEM	SUPPLIES/SERVICES	QTY	UNIT	PRICE	AMOUNT
ACRN: AA					
ACRN: AB					
TOTAL					
INVOICED AMOUNT BY ACRN:					
ACRN: AA -					
ACRN: AB -					
(End of Clause)					

I. 248 1052.231-93 TRAVEL AND PER DIEM(DEC 2008)

Travel costs shall be allowed to the extent that they are reasonable, allocable, and determined to be allowable under FAR 31.205-46. Travel by air will be reimbursed at the actual cost incurred and will not exceed the lowest customary standard coach, or equivalent fare offered during normal business hours. Airfares above the standard airfare may be allowable if the conditions of FAR 31.205-46(d) are documented and justified. As prescribed in FAR 31.205-46(a), travel costs for lodging, meals, and incidental expenses are limited to the maximum per diem rates in effect at the time of travel set forth in the Federal Travel regulation (FTR); the Joint Travel Regulations, Volume 2, DoD Civilian

Personnel, Appendix A; or the Standardized Regulations (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances for Foreign Areas." The per diem allowance shall not be allowed when the period of official travel is 10 hours or less during the same calendar day.

Travel by privately owned vehicle will be reimbursed at the current GSA approved mileage rate. Current travel policy and per diem rates may be obtained at the following Internet site: <http://perdiem.hqda.pentagon.mil/perdiem/>.

(End of Clause)

I. 249 1052.231-92 HOURS OF OPERATION AND HOLIDAY SCHEDULE(DEC 2008)

For services to be performed on-site at the Government's location, the contractor shall provide such services to the agreed work schedule, which shall fall within the Government's normal hours of operations, which are Monday through Friday, 0630 through 1800 (local time), and support the core hours of operation 0830-1500 (local time.) Any contractor personnel designated as supporting essential operations may be expected to work hours outside of normal hours of operations.

The Government hereby provides notification that Government personnel observe the following days as federal holidays:

New Year's Day Labor Day
Martin Luther King's Birthday Columbus Day
President's Day Veterans' Day
Memorial Day Thanksgiving Day
Independence Day Christmas Day

Any other day designated by Federal law, Executive Order or Presidential Proclamation.

When any holiday specified above falls on a Saturday, the preceding Friday shall be observed. When any such holiday falls on a Sunday, the following Monday shall be observed. Observances of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, other than their normal compensation for the time worked.

The Government may close a Government facility (or individual offices therein) for all or a portion of a business day as a result of-

- 1) Granting administrative leave to non-essential Government employees (e.g. unanticipated holiday);
- 2) Inclement weather;
- 3) Failure of Congress to appropriate operational funds;
- 4) Or any other reason.

Contractors regularly assigned to work on-site at Government facilities should be familiar with their parent company's leave policies and disclosed charging practices in these situations. Most Federal closures and dismissals distinguish between "emergency employees" who are critical to Government operations and those that are not. On-site contractors should know whether, under the terms and conditions of their company's contract, they are considered essential and are required to remain at or report to the facility during an emergency situation. The contractor agrees to continue to provide sufficient personnel to perform essential or emergency tasks and shall be guided by the instructions issued by the contracting officer or the Contracting Officer's Representative.

When a Government facility is closed due to severe weather or other emergency that prevents personnel from reporting to work at that facility, on-site contractors should follow the same reporting directions given to Federal employees. However, nonessential on-site contractors shall follow their parent company policy regarding whether they may stay home, or must report to another company facility to work until the Government facility is open.

(End of Clause)

I. 250 1052.216-99 FEE ADJUSTMENT - TERM (LEVEL OF EFFORT) DELIVERY ORDERS(DEC 2008)

The balance of the fixed fee withheld pursuant to the contract clause entitled "Fixed Fee" shall at the expiration of the period of performance for any Level of Effort Delivery Order placed under the

contract upon certification by the contractor he/she has expended the level of effort specified in performing the work called for in the Delivery Order. The contractor shall submit to the ordering officer: (1) a breakdown of the category and number of man-hours for each category expended in the performance of the contract, (2) a certification stating that the total certification by the contractor he/she has expended the level of effort specified in performing the work called for in the Delivery Order. The contractor shall submit to the ordering officer: (1) a breakdown of the category and number of man-hours for each category expended in the performance of the contract, (2) a certification stating that the total number of man-hours specified within the contract schedule have been expended. Deviations below the level of effort shall be subject to the approval of the ordering officer, and after approval, the fee may be adjusted proportionately. The above breakdown and certification shall be submitted in the original and three copies upon completion of work and services required in Section B of each individual Delivery Order.

FEE - COMPLETION FORM DELIVERY ORDERS

The balance of the fixed fee withheld pursuant to the contract clause entitled "Fixed Fee" shall be payable at the completion and delivery of the specified end product within the estimated cost and certification of acceptability by the certifying official.

(End of Clause)

I. 251 1052.216-98 TASK ORDERS(DEC 2008)

- a. This is a cost plus fixed fee contract for the provision of services specified and effective for the period stated in the Schedule.
- b. All work performed under this contract shall be accomplished in accordance with Task Orders issued by the contracting officer and will be based on one or more Government requirements as stated in Section B and C. Each Task Order shall be deemed to incorporate the terms and conditions of this contract and will include a description of the precise effort to be expended, the delivery date required and an estimated cost to the Government of the work to be performed.
- c. Notwithstanding any provision of this contract to the contrary and notwithstanding any language of the Task Orders issued hereunder, the estimated cost of this contract, and, if this contract is incrementally funded, the funds allowed for the performance thereof, shall not be increased or deemed to be increased, except by written modification of the contract indicating the new contract estimated cost and, if the contract is incrementally funded, the new amount allotted to the contract.
- d. Specific tasks to be accomplished within the scope of this contract will be authorized by the contracting officer by issuance of a serially numbered Task Order after receiving labor hour, material and cost estimate from the contractor. It is essential that a close working relationship exist between the contractor and the Contracting Officer's Representative which will permit projects to be requested of the contractor, proposed upon by the contractor and authorized by the contracting officer within a period of 10 working days or less.
- e. The contracting officer's Representative does not have the authority to authorize tasks outside the scope of work nor any task or task approach which would require funds beyond those specifically available under this contract.
- f. Data will be furnished in accordance with the Contract Data Requirements List (DD Form 1423) as specified in each task order.
- g. Any task order issued during the effective period and not completed within that period shall be completed by the contractor within the time specified in the order. The contract shall govern the contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contractor's effective period. The contractor shall not be required to perform work and services under any Task Order for a period in excess of six months after expiration of the contract.

(End of Clause)

I. 252 1052.215-91 NOTICE: INCORPORATION OF SECTION K BY REFERENCE(DEC 2008)

In accordance with FAR 15.204-1(b), Part IV of the Uniform Contract Format shall not be physically included in the contract, but Section K, Representations, Certifications, and Other Statements of Offerors (as completed by the contractor) shall be deemed incorporated by reference in the contract.

(End of Clause)

I. 253 1052.209-97 ORGANIZATIONAL CONFLICT OF INTEREST(DEC 2008)

- a. The offeror warrants, to the best of its knowledge and belief, that (1) there are no relevant facts that could give rise to organizational conflicts of interest, as defined in FAR 9.5; or (2) the offeror has disclosed all relevant information regarding any actual or potential organizational conflicts of interest. Offerors are encouraged to inform the contracting officer of any potential conflicts of interest, including those involving contracts with other foreign or domestic government organizations, before preparing their proposals to determine whether the Government will require mitigation of those conflicts. If the successful offeror was aware, or should have been aware, of an organizational conflict of interest before award of this contract and did not fully disclose that conflict to the contracting officer, the Government may terminate the contract for default.
- b. If during contract performance the contractor discovers an organizational conflict of interest involving this contract, the contractor agrees to make an immediate and full disclosure in writing to the contracting officer. Such notification will include a description of the action the contractor and/or subcontractor has taken or proposes to take to avoid, neutralize, or mitigate the conflict. The contractor will continue contract performance until notified by the contracting officer of any contrary actions to be taken. The Government may terminate this contract for its convenience if it deems such termination to be in the best interest of the Government.
- c. The contractor shall inform the contracting officer of any activities, efforts, or actions planned, entered into, or on-going by the contractor or any other corporate entity of the contractor, at the prime or sub-contract level, involving the review of information or providing any advice, assistance, or support to foreign or domestic government agencies, entities, or units outside of DIA which may result in a perceived or actual organizational conflict of interest with any known DIA activity. The contractor shall provide detailed information to the contracting officer as to the specifics of the situation immediately upon its recognition. Based on the severity of the conflict, the contracting officer may direct the contractor to take certain actions, revise current work effort, or restrict the contractor's future participation in DIA contracts as may be necessary to appropriately neutralize, mitigate, or avoid the organizational conflict of interest.
- d. If necessary to mitigate organizational conflict of interest concerns, or when directed to do so by the contracting officer, the contractor shall submit an organizational conflict of interest mitigation plan for approval. The plan must describe how the contractor will mitigate, neutralize, or avoid potential and/or actual conflicts of interest or unfair competitive advantages. After approval of the mitigation plan, the contractor must conduct a yearly self-assessment and submit an annual certification of compliance with the terms of the plan signed by a corporate official at the level of Vice President or above. The contractor shall submit a revised mitigation plan for approval whenever corporate, contractual, or personnel changes create or appear to create new organizational conflict of interest concerns, or when directed to do so by the contracting officer.
- e. The contractor shall insert a clause containing all the requirements of this clause in all subcontracts for work similar to the services provided by the prime contractor.
- f. Before this contract is modified to add new work or to significantly increase the period of performance, the contractor agrees to submit an organizational conflict of interest disclosure or representation if requested by the Government.
- g. The contractor shall allow the Government to review the contractor's compliance with these provisions or require such self-assessments or additional certifications as the Government deems appropriate.

(End of Clause)

I. 254 1052.209-96 PROTECTION OF INFORMATION AND NONDISCLOSURE AGREEMENTS(MAR 2010)

- a. Definitions. As used in this clause only:

- (1) Protected information and computer software. Unless specifically excluded by paragraph (2), all information and computer software, in any form or media, that in the course of performing work under this contract are disclosed to the contractor, its subcontractors, or their employees, or to which those persons otherwise are given access to, by (i) DIA, (ii) other agencies, (iii) foreign governments or (iv) other contractors while directly supporting DIA, which is accompanied

by written legends identifying use or disclosure restrictions or disclosed under circumstances that the contractor knows are subject to use or disclosure restrictions established in writing by the government.

(2) Protected information and computer software does not include information that

(i) Has been released to the general public through no action of the undersigned in breach of this agreement or through no action of any other party in breach of any other obligation of confidentiality owing to the government or the owner of the protected information or computer software.

(ii) Has been lawfully obtained by the recipient outside the course of the performance of this contract.

(iii) Has been properly licensed or provided directly by the owner (or other authorized source) of the information or computer software to the recipient to the extent so licensed or provided.

(iv) Is owned by the recipient or was developed independently of the disclosure hereunder.

(v) Has been used or disclosed by the recipient in response to an order of a court or administrative body of competent jurisdiction to the extent permitted by that authority.

(vi) Has been disclosed to the recipient by the government who has explicitly authorized the recipient to use or disclose the information for another purpose, to the extent so authorized.

b. Use and disclosure restrictions. The contractor must use and disclose protected information and computer software only as necessary for the performance of the requirements of this contract. Protected information and computer software may not be used or disclosed for any other purpose, including bid or proposal preparation or business marketing, without the written approval of the contracting officer. Furthermore, unless otherwise directed by the contracting officer, the contractor shall comply with all restrictions set forth in any legends, licenses or instructions provided to the contractor or accompanying protected information and computer software or other written directives of the government known to the contractor. The use and disclosure obligations imposed by this paragraph shall expire as follows:

(1) There shall be no expiration date for the following protected information and computer software:

(i) Technical data or computer software containing limited rights, restricted rights, government purpose rights, special license rights, or unlimited rights legends; (ii) Information or software marked limited distribution (LIMDIS); (iii) Information or software marked source selection information; (iv) Contract proposal information marked pursuant to FAR 101.215-1(e) limiting its use for proposal evaluation purposes only; (v) Information and computer software marked contractor proprietary or a similar legend; (vi) Data known by the contractor to be protected by the privacy act; and (vii) Information and software marked for official use only (FOUO).

(ii) For other information or software accompanied at time of disclosure by a written legend identifying use or disclosure restriction time periods, the expiration date must be as stated in or derived from the legend.

(iii) For all other protected information and computer software, the expiration date shall be 3 years from the date the information or software is first disclosed to the contractor.

(2) The contractor shall be excluded from competition for, or award of any government contracts as to which, in the course of performance of this contract, the contractor has received advance procurement information before such information has been made generally available to other persons or firms.

(3) The contractor shall be excluded from competition for, or award of any government contract for which the contractor actually assists in the development of the specifications, or statements of work.

(4) The contractor shall be excluded from competition for, or award of any government contract which calls for the evaluation of system requirements, system definitions, or other products developed by the contractor under this contract.

c. Unauthorized use or disclosure. The contractor shall immediately notify the contracting officer of any unauthorized use or disclosure known by the contractor of protected information and computer software in violation of the obligations contained in this clause.

- d. Disposition. At the conclusion of performance of work under this contract, the contractor shall immediately return to the government all protected information and computer software in its possession. Furthermore, if an employee of the contractor who has access to protected information and computer software is terminated or reassigned and thus is no longer performing work under this contract, the contractor shall immediately return all protected information and computer software in the employee's possession. Moreover, if a contractor's employee is dedicated to support a specific DIA office or directorate or DIA program under this contract, but is subsequently reassigned to support another DIA office or directorate or DIA program under this contract, the contractor shall immediately return all protected information or computer software in the employee's possession previously furnished by the prior DIA office or directorate or DIA program. In lieu of returning protected information and computer software, the contracting officer or contracting officer's representative may authorize the destruction of the information or the transfer of the information to another employee of the contractor working under the contract. Finally, this clause shall not be interpreted as preventing the contractor from retaining records required by statutes or other clauses of this contract, such as FAR 1052.215-2 Audit and Records/Negotiations.
- e. Third party beneficiaries. This clause is executed for the benefit of the government and the owners of protected information and computer software. The government and the owners of protected information and computer software (and their delegates, successors and assignees) are third party beneficiaries of the above obligations who may have additional legal rights not specified in this clause.
- f. Duration. The above obligations imposed by this clause shall survive the termination or completion of this contract.
- g. Classified information. This clause is in addition to and in no manner abrogates requirements, obligations or remedies regarding the protection of classified information and does not supersede the requirements of any laws, regulations, other directives or nondisclosure agreements regarding classified information.
- h. Other restrictions. This agreement does not abrogate any other obligations currently placed upon the contractor or which may be imposed upon the contractor in the future by the government or other persons; or remedies afforded those persons regarding those obligations.
- i. Nondisclosure agreements. The contractor shall require and ensure that each of its employees who may receive or be given access to protected information and computer software signs the nondisclosure agreement attached at Section J of this contract prior to the employee performing work under this contract covered by the nondisclosure agreement. The contractor shall provide the contracting officer copies of those agreements at no additional cost to the government. The contractor shall maintain copies of signed nondisclosure agreements for a period of at least three years after final payment under this contract.
- j. The contractor must include the substance of this clause in all subcontracts under this contract in which subcontractors may be disclosed or granted access to protected information and computer software.

(End of Clause)

I. 255 1052.209-95 UNAUTHORIZED DISCLOSURE OF GOVERNMENT INFORMATION SYSTEMS(DEC 2008)

- a. The contractor is strictly prohibited from disclosing any data derived from Government Information Systems. This prohibition applies equally to extracts or summaries of such data, and includes oral, written or electronic media disclosures. The subject data include, but are not limited to, financial databases, program budget information databases, procurement information databases, and other informational databases. In limited circumstances, the contracting officer may authorize the contractor's disclosure of such information when disclosure is necessary to the successful completion of the contract. The contractor's unauthorized disclosure of Government Information Systems data could result in the disqualification, debarment, or suspension of the contractor. Such an unauthorized disclosure may also constitute a criminal violation of the fraud or information disclosure provisions of Title 18 of the United States Code. In addition, the unauthorized disclosure of information related to national defense may constitute a violation of the "espionage" provisions of Title 18 of the U.S. Code, Sections 793, 794, and/or 798, or Title 50 of the U.S. Code, Section 783.
- b. The contractor shall provide the COR a list of applicable employees prior to personnel gaining access to any Information System(s).

c. Information Systems is defined as any telecommunications and/or computer-related equipment or interconnected system or subsystems of equipment that is used in the acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmitting, or receiving of voice and/or data, and includes software, firmware, and hardware.

(End of Clause)

SECTION J

LIST OF ATTACHMENTS

J. 1 SIA II - Draft DD254

DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION <i>(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)</i>				1. CLEARANCE AND SAFEGUARDING	
				a. FACILITY CLEARANCE REQUIRED Top Secret/SCI	
				b. LEVEL OF SAFEGUARDING REQUIRED Secret	
2. THIS SPECIFICATION IS FOR: (X and complete as applicable)			3. THIS SPECIFICATION IS: (X and complete as applicable)		
a. PRIME CONTRACT NUMBER TBD			X a. ORIGINAL (Complete date in all cases)		Date (YYYYMMDD); 20100914
b. SUBCONTRACT NUMBER			b. REVISED (Supersedes all previous specs)		REVISION NO. Date (YYYYMMDD);
X c. SOLICITATION OR OTHER NUMBER HHM402-11-R-0114		DUE Date (YYYYMMDD)	c. FINAL (Complete item 5 in all cases)		Date (YYYYMMDD);
4. IS THIS A FOLLOW-ON CONTRACT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If Yes, complete the following: Classified material received or generated under _____ (Preceding Contract Number) is transferred to this follow-on contract.					
5. IS THIS A FINAL DD Form 254? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If Yes, complete the following: In response to the contractor's request dated _____, retention of the classified material is authorized for the period of _____.					
6. CONTRACTOR (Include Commercial and Government Entity (CAGE) Code)					
a. NAME, ADDRESS, AND ZIP CODE		b. CAGE CODE		c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)	
7. SUBCONTRACTOR					
a. NAME, ADDRESS, AND ZIP CODE		b. CAGE CODE		c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)	
		N/A		N/A	
8. ACTUAL PERFORMANCE					
a. LOCATION		b. CAGE CODE		c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)	
See Block 13		N/A		N/A	
9. GENERAL IDENTIFICATION OF THIS PROCUREMENT Provide on-site analytical support services.					
10. THIS CONTRACT WILL REQUIRE ACCESS TO:		YES	NO	11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:	
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION			X	a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY	X
b. RESTRICTED DATA	X			b. RECEIVE CLASSIFIED DOCUMENTS ONLY	X
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION			X	c. RECEIVE AND GENERATE CLASSIFIED MATERIAL	X
d. FORMERLY RESTRICTED DATA			X	d. FABRICATE, MODIFY OR STORE CLASSIFIED HARDWARE	X
e. INTELLIGENCE INFORMATION				e. PERFORM SERVICES ONLY	X
(1) Sensitive Compartmented Information (SCI)	X			f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES	X
(2) Non-SCI	X			g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER	X
i. SPECIAL ACCESS INFORMATION			X	h. REQUIRE A COMSEC ACCOUNT	X
g. NATO INFORMATION			X	i. HAVE TEMPEST REQUIREMENTS	X
h. FOREIGN GOVERNMENT INFORMATION			X	j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS	X
i. LIMITED DISSEMINATION INFORMATION			X	k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE	X
j. FOR OFFICIAL USE ONLY INFORMATION	X			l. OTHER (Specify)	X
k. OTHER (Specify)	X				

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PREVIOUS EDITION IS OBSOLETE.

12. PUBLIC RELEASE. Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by the Industrial Security Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release. <input type="checkbox"/> Direct <input checked="" type="checkbox"/> Through (Specify)		
the Contracting Officer Representative (COR); TBD upon award. NO PUBLIC RELEASE OF SCI IS AUTHORIZED. Requests for other than SCI must be approved through the COR and appropriate channels prior to release.		
13. SECURITY GUIDANCE: The Security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. Security Classification guidance: DoD Instruction C5240.08, 7 December 2005. All applicable provisions of DoD 5220.22M and its supplements apply. The Contractor will be required to have a Top Secret Facility clearance granted by the Defense Security Service (DSS) prior to contract implementation. See Attached Security Addendums 8a./11a. Contract performance and access to classified material is restricted to DIA and/or other U.S. Government-controlled facilities. The using contractor or U.S. Government activity will provide security classification guidance for the performance of this contract. The contractor Facility Security Officer (FSO) on file with DSS is: TBD upon award. If this information is not correct, the contractor must contact the DSS Field Office identified in Block 6c. and update all contractor information as applicable. 10e. (1) See attached SCI Release of Intelligence Information for additional security requirements. Access to Intelligence information requires SCI indoctrination and a final Top Secret U.S. Government clearance. Contractor will require access DCID 6/6 "Security Controls on the Dissemination of Intelligence Information," and DCID 6/1 "Security Policy for SCI and Security Policy Manual." For SCI Requirements: The contractor must provide individuals who are able to achieve and maintain the adjudicative standards set forth in the Intelligence Community Directive (ICD) Number 704 "Personnel Security Standards And Procedures Governing Eligibility For Access To Sensitive Compartmented Information And Other Controlled Access Program Information," for continued employment. As a further enhancement of security measures, for the protection of classified information, the Contractor agrees to permit necessary polygraph interviews on Contractor personnel having access to National Security Information (NSI) under this contract. It is understood that the polygraph interview will be limited to counterintelligence issues. 10e. (2) See attached Non-SCI Release of Intelligence Information for additional security requirements. Contractor will require access to ICD 710 "Classification and Control Markings System" (11 SEP 2009). For Non-SCI Requirements: Top Secret: All contractor personnel assigned under this contract must possess a current Secret security clearance. Personnel are required to sign a non-disclosure statement. DIA Security Office will provide personnel security guidance for the performance of this contract. As a further enhancement of security measures, for the protection of classified information, the Contractor agrees to permit necessary polygraph interviews on Contractor personnel having access to National Security Information (NSI) under this contract. It is understood that the polygraph interview will be limited to counterintelligence issues. 10j. FOR OFFICIAL USE ONLY INFORMATION (FOUO): The Contractor is authorized and may have access to UNCLASSIFIED information/material identified as "For Official Use Only" (FOUO). The contractor is prohibited from further disclosure/dissemination of this information without the expressed written authorization of DIA. FOUO information provided under this contract shall be safeguarded as specified in DoD 5200.1-R "Information Security Program, January 1997", and may be supplemented by DIA. In addition, contractors or subcontractors must obtain written approval from the DIA CO/COR/COTR or DIA Office for Congressional and Public Affairs (CP) prior to posting any unclassified information that was provided to them by DIA on any Web site or the Internet. This will also apply to any acknowledgement of association between the contractor/subcontractor and DIA. See Block 13 Continuation		
14. ADDITIONAL SECURITY REQUIREMENTS. Requirements, in addition to ISM requirements, are established for this contract <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional space is needed.) Access to intelligence information requires a special briefing and a final U.S. Government clearance at appropriate level for access. Foreign nationals are prohibited from access to any classified information.		
15. INSPECTIONS. Elements of this contract are outside the inspection responsibility of the cognizant security office. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use Item 13 if additional space is needed.) DIA has exclusive security responsibility for all SCI classified material released to or developed under this contract. DSS is relieved of security inspection responsibility for all such material. DSS retains oversight/inspection responsibilities for facility clearance requirements and collateral information outside of DIA facilities.		
16. CERTIFICATION AND SIGNATURE. Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to this official named below.		
a. TYPE OF NAME OF CERTIFYING OFFICIAL Richard Kraighman	b. TITLE Chief, Industrial Security	c. TELEPHONE (703) 907-1719
d. ADDRESS (Include Zip Code) DIA/DAC-2 (Industrial Security Program) 3100 Clarendon Blvd. Arlington, VA 22201-5300	17. REQUIRED DISTRIBUTION <input checked="" type="checkbox"/> a. CONTRACTOR <input type="checkbox"/> b. SUBCONTRACTOR <input checked="" type="checkbox"/> c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR <input type="checkbox"/> d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION <input checked="" type="checkbox"/> e. ADMINISTRATION CONTRACTING OFFICER <input type="checkbox"/> f. OTHERS AS NECESSARY:	
e. SIGNATURE		

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Block 13 Continuation

10k. Before an employee departs, the contractor will ensure the employee goes through DIA SSO to be debriefed and return all badges to Personnel Security. Failure on the part of the contractor for not ensuring their employee is properly debriefed will result in a security violation against the company.

All classified visit requests by contractors shall be forwarded to the COR for approval and need-to-know certification before being sent to the facility to be visited.

All classified information received and/or generated under this contract is the property of the U.S. Government regardless of proprietary claims. Upon completion or termination of this contract, the U.S. Government will be contacted for destruction or disposition instructions.

In the event of a suspected or verified security violation associated with this contract or pre-award effort, the Facility Security Officer (FSO) or appropriate program security officer must notify their COR within 24-hours of their knowledge of the incident. The COR will advise DAC (Industrial Security), (703) 907-0953/0332 immediately upon notification from the contractor, as well as the cognizant OIA Contracting Officer.

Incorporate Antiterrorism measures in accordance with DoD O-2000.12-H (Chapter 20 Appendix 8)

11e. Contract is for acquisition support services. Actual knowledge of classified information is required for performance of this contract. Cleared personnel are required to perform this service because access to classified information cannot be precluded. The contractor is not authorized to release classified information to any activity or person, including sub-contractors, without the government contracting officer's representative written approval. Only with the express permission of the government's contracting officer's representative may the contractor reproduce any classified information/material. All requirements for control and accounting for original documentation and copies apply.

11f. Contractors shall provide all cleared employees with security training and briefings commensurate with their involvement with classified information. The contractor shall provide all cleared employees with some form of security education and training at least annually. Refresher training shall reinforce the information provided during the initial security briefing and shall keep cleared employees informed of appropriate changes in security regulations. Contractors shall maintain records about the programs offered and employee participation in them. Contractors may obtain defensive security, threat awareness, and other education and training information and material from their CSA or other sources.

All security requirements levied upon the prime contractor and/or otherwise associated with this contract action shall immediately be flowed down from the prime contractor to any subcontractor (or from a subcontractor to a lower tier subcontractor), regardless of the scope or dollar value of any such participation. *Subcontractors are expressly not authorized to participate in this contract action unless and until such time that the DIA Contracting Officer in coordination with the DIA Office of Industrial Security have expressly consented in writing to the participation of any such participant.*

Contract Expiration Date:

Attachment 1**Release of Non-SCI Intelligence Information to DOD Contractors****ATTACHMENT TO DD FORM 254 FOR CONTRACT NO:****CONTRACT EXPIRATION DATE:****1. Requirements for access to non-SCI:**

- a. Any collateral classified and/or proprietary sensitive information obtained by contractors on behalf of DIA's mission, will only be discussed or processed in facilities approved by DIA leadership. At no time, will such information be discussed or shared with unauthorized contractors. All DIA contractor employees will be required to sign a DIA Non-Disclosure Agreement stating the same.
- b. All intelligence material released to the contractor remains the property of the US Government and may be withdrawn at any time. Contractors must maintain accountability for all classified intelligence released into their custody.
- c. The contractor must not reproduce intelligence material without the written permission of the originating agency through the contracting officer's representative (COR). If permission is granted, each copy shall be controlled in the same manner as the original.
- d. The contractor must not destroy any intelligence material without advance approval or as specified by the contracting officer's representative (COR). (EXCEPTION: Classified waste shall be destroyed as soon as practicable in accordance with the provisions of the Industrial Security Program).
- e. The contractor must restrict access to only those individuals who possess the necessary security clearance and who are actually providing services under the contract with a valid need to know. Further dissemination to other contractors, subcontractors, other government agencies, private individuals or organizations is prohibited unless authorized in writing by the originating agency through the COR.
- f. The contractor must ensure each employee having access to intelligence material is fully aware of the special security requirements for this material and shall maintain records in a manner that will permit the contractor to furnish, on demand, the names of individuals who have had access to this material in their custody.
- g. Intelligence material must not be released to foreign nationals or immigrant aliens whether they are consultants, US contractors, or employees of the contractor and regardless of the level of their security clearance, except with advance written permission from the originator. Requests for release to foreign nationals shall be initially forwarded to the contracting officer's representative and shall include:
 - i. A copy of the proposed disclosure.
 - ii. Full justification reflecting the benefits to US interests.
 - iii. Name, nationality, particulars of clearance, and current access authorization of each proposed foreign national recipient.
- h. Upon completion or termination of the classified contract, or sooner when the purpose of the release has been served, the contractor will return all classified intelligence (furnished or generated) to the source from which received unless retention or other disposition instructions (see DCID 6/1) are authorized in writing by the COR, and a final DD254 is generated.
- i. The contractor must designate an individual who is working on the contract as custodian. The designated custodian shall be responsible for receipting and accounting for all classified intelligence material received under this contract. This does not mean that the custodian must personally sign for all classified material. The inner wrapper of all classified material dispatched should be marked for the attention of a designated custodian and must not be opened by anyone not working directly on the contract.
- j. Within 30 days after the final product is received and accepted by the procuring agency, classified intelligence materials released to or generated by the contractor, must be returned to the originating agency through the contracting officer's representative unless written instructions authorizing destruction or retention are issued.

Requests to retain material shall be directed to the COR for this contract in writing and must clearly indicate the justification for retention and identity of the specific document to be retained.

- k. Classification, regarding, or declassification markings of documentation produced by the contractor shall be consistent with that applied to the information or documentation from which the new document was prepared. If a compilation of information or a complete analysis of a subject appears to require a security classification other than that of the source documentation, the contractor shall assign the tentative security classification and request instructions from the contracting officer's representative. Pending final determination, the material shall be safeguarded as required for its assigned or proposed classification, whichever is higher, until the classification is changed or otherwise verified.
2. Intelligence material carries special markings. The following is a list of the authorized control markings of intelligence material:
 - a. "Dissemination and Extraction of Information Controlled by Originator (ORCON)." This marking is used, with a security classification, to enable a continuing knowledge and supervision by the originator of the use made of the information involved. This marking may be used on intelligence, which clearly identifies, or would reasonably permit ready identification of an intelligence source or method, which is particularly susceptible to countermeasures that would nullify or measurably reduce its effectiveness. This marking may not be used when an item or information will reasonably be protected by use of other markings specified herein, or by the application of the "need-to-know" principle and the safeguarding procedures of the security classification system.
 - b. "Authorized for Release to (Name of Country(ies)/International Organization)." The above is abbreviated "REL _____." This marking must be used when it is necessary to identify classified intelligence material the US government originator has predetermined to be releasable or has been released through established foreign disclosure channels to the indicated country(ies) or organization.
 3. The following procedures govern the use of control markings.
 - a. Any recipient desiring to use intelligence in a manner contrary to restrictions established by the control marking set forth above shall obtain the advance permission of the originating agency through the COR. Such permission applies only to the specific purposes agreed to by the originator and does not automatically apply to all recipients. Originators shall ensure that prompt consideration is given to recipients' requests in these regards, with particular attention to reviewing and editing, if necessary, sanitized or paraphrased versions to derive a text suitable for release subject to lesser or no control markings.
 - b. The control marking authorized above shall be shown on the title page, front cover, and other applicable pages of documents, incorporated in the text of electrical communications, shown on graphics, and associated (in full or abbreviated form) with data stored or processed in automatic data processing systems. The control marking also shall be indicated by parenthetical use of the marking abbreviations at the beginning or end of the appropriate portions. If the control marking applies to several or all portions, the document must be marked with a statement to this effect rather than marking each portion individually.
 - c. The control markings shall be individually assigned at the time of preparation of intelligence products and used in conjunction with security classifications and other marking specified by E.O. 12958 and its implementing security directives. The marking shall be carried forward to any new format in which the same information is incorporated including oral and visual presentations.
 4. Request for release of intelligence material to a contractor must be prepared by the contracting officer's representative (COR) and submitted to the Senior Intelligence Officer or his designated representative. This should be accomplished as soon as possible after the contract has been awarded. The request will be prepared and accompanied with a letter explaining the requirements and copies of the DD Form 254 and Statement of Work.

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Attachment 2**RELEASE OF SENSITIVE COMPARTMENTED INFORMATION (SCI) INTELLIGENCE
INFORMATION TO US CONTRACTORS**

ATTACHMENT TO DD FORM 254 FOR CONTRACT NO: xxxxxxxx
NUMBER OF SCI BILLETS AUTHORIZED: As Required

CONTRACT EXPIRATION DATE:

The Director, DIA has exclusive security responsibility for all Sensitive Compartmented Information (SCI); classified material released to or developed under the contract and held within the Contractor SCI Facility (SCIF). DoD 5105.21-M-1, (SCI Administrative Security Manual), DCID 6/1, ICD 503, ICD 704, DCID 6/6, DCID 6/7, DCID 6/9, National Industrial Security Program Operating Manual (NISPOM), DoD 5220.22-R (Department of Defense Industrial Security Program) and will comply with all regulations/manuals/directives stated therein which provide the necessary security & classification guidance for personnel, information, physical, AIS, and technical security measures and is a part of the SCI security specifications for the contract. Inquiries pertaining to SCI classification guidance determination or interpretations shall be directed to the Contracting Officer /Contracting Officer Representative (CO/COR) identified in Block 12 of the attached DD254.

1. Requirements for access to SCI:

- a. All SCI will be handled in accordance with special security requirements, which will be furnished by the designated responsible special security office (SSO).
- b. SCI will not be released to contractor employees without specific release approval of the originator of the material as outlined in governing directives; based on prior approval and certification of "need-to-know" by the designated contractor.
- c. Names of contractor personnel requiring access to SCI will be submitted to the contracting officer's representative (COR) for approval. (The contracting officer's representative is identified in Block 12 of the DD Form 254.) Upon receipt of written approval from the COR, the company security officer will submit request(s) for special background investigations in accordance with the NISPOM, to the Defense Industrial Security Clearance Office (DISCO). A copy of the personnel security questionnaire (SF-86) should be forwarded to the DIA Personnel Security Office.
- d. Inquiries pertaining to classification guidance on SCI will be directed through the CSSO to the responsible COR as indicated on the DD Form 254.
- e. SCI furnished in support of this contract remains the property of the Department of Defense (DoD) department, agency, or command originator. Upon completion or cancellation of the contract, SCI furnished will be returned to the direct custody of the supporting SSO, or destroyed IAW instructions outlined by the COR.
- f. SCI will be stored and maintained only in properly accredited facilities at the U.S. Government's location.
- g. The DIA Security Office will recognize the above noted expiration date as the completion date for the contract. The DIA SCI security office will initiate action to debrief contractor personnel with access to this contract unless extensions or modifications to the contract are received by the DIA SCI security office no later than 30 days after the established completion date.
- h. The contractor is governed by ICD 704, "Personnel Security Standards and Procedures Governing Eligibility for Access to Sensitive Compartmented Information (SCI) And Other Controlled Access Program Information" and as may be supplemented by DIA. Although contractor personnel may be eligible for access to SCI or currently possess an SCI personnel security clearance with another non-DIA agency, contractor personnel performing on this contract must be adjudicated by DIA/DAC-3 prior to having access to SCI information retained by DIA, unescorted access to DIA spaces, and receipt of a DIA issued contractor badge. The contractor will identify in writing, contractor personnel assigned to this contract by NAME, SSN, Date of Birth and Place of Birth, and provide this documentation to the CO/COR identified in paragraph 3, above. The CO/COR will forward a copy of this documentation to DIA/DAC-3 for adjudication. This documentation will be marked and protected under the Privacy Act of 1974.
- i. Electronic processing of SCI must be accomplished on equipment accredited in accordance with DoD 5105.21-M-1, DIAM 50-4, ICD 503, and the Joint DoDIIS Cryptologic SCI Information Systems Security Standards.

2. The contracting officer's representative (COR) will:

- a. Review the SCI product for contract applicability and determine that the product is required by the contractor to complete contractual obligations. After the COR has reviewed the SCI product(s) for contract applicability and

determined that the product is required by the contractor to complete obligations, the COR must request release from the originator through the Intelligence Division. Originator release authority is required on the product types below:

- i. Documents bearing the control markings of ORCON, PROPIN.
 - ii. GAMMA controlled documents.
 - iii. Any NSA/SPECIAL marked product.
 - iv. All categories as listed in DoD 5105.21-M-1.
 - b. Prepare or review contractor billet/access requests to insure satisfactory justification (need-to-know) and completeness of required information.
 - c. Approve and coordinate visits by contractor employees when such visits are conducted as part of the contract effort.
 - d. Maintain records of all SCI material provided to the contractor in support of the contract effort. By 15 January (annually), provide the contractor, for inventory purposes, with a complete list of all documents transferred by contract number, organizational control number, copy number, and document title.
 - e. Determine dissemination of SCI studies or materials originated or developed by the contractor.
 - f. Within 30 days after completion of the contract, provide written disposition instructions for all SCI material furnished to, or generated by, the contractor with an information copy to the supporting SSO.
 - g. Review and forward all contractor requests to process SCI electronically to the accrediting SSO for coordination through appropriate SCI channels.
 - h. Request for release of intelligence material to a contractor must be prepared by the contracting officer's representative (COR) and submitted to the DIA Senior Intelligence Officer or his designated representative. This should be accomplished as soon as possible after the contract has been awarded. A letter explaining the requirement shall be attached to the request along with a copy of the DD Form 254 and the Statement of Work.
3. The contractor will inform the CO/COR and the DIA SCI security office at least 20 working days in advance of any business visits that will involve the passing of access from one location to another. (Note: Emergency exceptions will be handled on a case-by-case basis.) The CO/COR will certify need-to-know and approve passing of clearances by DIA SCI security offices.
 4. SCI with restrictive caveats will be released to the contractor only when the originator's approval has been obtained. All other SCI may be released to the contractor on approval by the CO/COR. The contractor will not release SCI to any personnel without prior approval from the CO/COR.
 5. Transporting of SCI on commercial aircraft is only authorized by an exception waiver issued by the DIA Senior Intelligence Officer (SIO).
 6. The contractor is authorized direct communications with the designated CO/COR and the DIA SCI security office in all matters pertaining to SCI requirements. The CO/COR identified in Block 12 of the DD254 will receive a copy of any correspondence, which may have an impact upon the contractor's ability to perform under this contract.
 7. On receipt of any SCI that impacts the cost of the contract, the contractor will inform the CO/COR, who, in turn, will notify the Contracting Officer/Activity prior to expending additional funds. The DIA SCI security office will receive a copy of this cost modification as well.
 8. Contractors who have TOP SECRET/SCI access may have unescorted access to a government facility, including Government Owned Contractor Operated (GOCO) facilities, and may be permitted to work alone inside the facility without the requirement for the presence of a U.S. Government employed representative provided all PROPIN, ORCON, GAMMA, SIOP, CNWDI, Law Enforcement Sensitive (LES) and other special program materials are secured to preclude contractor access to this material, or a non-disclosure form is signed by the contractor(s) w/ written approval of the originating agency, or if a U.S. Government employee (military or civilian) is on-site at the time.
 9. Electronic processing of SCI must be accomplished on equipment accredited in accordance with DoD 5105.21-M-1, DIAM 50-4, ICD 503, and the Joint DoDHS Cryptologic SCI Information Systems Security Standards.

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Security Addendum - Standard As Applied to Contract

XXXXXXXXXX

Dated:

1. The name, telephone number, and address of the CO/COR for this contract is: Jim Ducharme (202) 231-1327.
2. The private use of classified information is not permitted except in furtherance of a lawful and authorized Government purpose.
3. Security briefings will be in accordance with the NISPOM, and/or other appropriate directives, (DoD 5105.21-M-1). In all cases, the employee will be briefed on his/her obligation to safeguard the information. The employee/contractor will be debriefed according to the applicable regulations when the access is terminated and/or no longer has the need-to-know.
4. The Special Security Officer/Contractor Special Security Officer, (SSO/CSSO) will maintain records, by name and title, of all employees and authorized visitors who have access to the classified and/or intelligence material. The SSO/CSSO will confirm that all employees/visitors are appropriately cleared and authorized, prior to gaining access to the material.
5. ALL MATERIALS GENERATED BY THE CONTRACTOR (including but not limited to correspondence, drawings, models, mockups, photographs, schematics, status, progress, and special reports) will be classified according to its own content and/or by special instructions issued by the CSA, Contracting Officer or his/her duly appointed representative.
6. Special instructions and controls for the handling, processing, storing, and transmission of classified information and material are provided in the appropriate regulations, manuals, or directive. The documents are identified as follows: DIAM (58-Series Manuals) and DIA Desk Reference Guide to Executive Order 12958.
7. The contractor will not release classified and/or intelligence material to any activity, employee, or other person not directly engaged in providing under this contract unless specific written authorization for such release is received from the CO/COR. This prohibition precludes release without written authority to another contractor or subcontractor, Government agency, private individual, or organization.
8. Unclassified information released or generated under this contract will be restricted in its dissemination to contractor and Government personnel involved in the contract. Release in open literature or exhibition of such information is strictly prohibited without permission of the CO/COR.
9. Intelligence material, whether or not bearing control markings, will not be released to foreign visitors, foreign nationals, or immigrant aliens regardless of their position or level of their security clearance, except with the specific permission of the originating agency.
10. If the contractor is required to utilize any wireless transmitter devices, to include radio frequency (RF) or infrared (IR) to support this contract, the contractor must contact DIA/DAC-2A2 and identify the device(s), the planned use purpose or scope of the devices, respond to requests for additional information concerning such devices, and comply with TEMPEST guidelines identified by DAC-2A2.
11. The contractor will comply with DIA policy, and policy as may be revised, regarding the use of Personal Electronic Devices (PED) within DIA accredited spaces. Should the contractor be within spaces belonging to another agency (host), the contractor will comply with the host requirement. A PED is any electronic device that receives, transmits, stores, processes, records audio/visual, scans, or otherwise is capable of manipulating information in any form. A PED includes but is not limited to cellular telephones, cameras, pocket scanners, voice recorders, pagers, and computers.
12. Classified and/or intelligence related material released to or generated by the contractor may be destroyed locally by the contractor. Such destruction will be in accordance with the applicable regulations: DoD 5105.21-M-1 or Chapter 5, Section 7, NISPOM, utilizing destruction procedures, devices, methods, or equipment approved by the National Security Agency.
13. By virtue of access to SCI and/or intelligence material, contractor employees may have restrictions placed on them for foreign travel in or through designated countries or geographic areas. The contractor shall be responsible for exercising adequate supervision to assure that employees are willing to comply with notification requirements for anticipated and completed foreign travel.
14. Subcontracting this contract or any portion thereof of this contract requires the contractor to sponsor the subcontractor and be approved by the CO/COR. The prime contractor must complete a separate DD 254. Additionally the subcontractor must have a final facility clearance issued by Defense Security Service (DSS) or other U.S. Government agency authorized to issue equivalent clearances.

15. Contractors are prohibited from having access to "PROPRIETARY INFORMATION" (abbreviated PROPIN or PR), and "DISSEMINATION AND EXTRACTION OF INFORMATION CONTROLLED BY ORIGINATOR" (abbreviated ORCON) unless in compliance with one of the following:
- The originating agency of the PROPIN and ORCON provides written consent to the accessing contractor, and the accessing contractor agrees in writing with the originating agency not to divulge, use, or otherwise release PROPIN and ORCON. The originating agency of the PROPIN and ORCON is responsible for identifying and marking PROPIN and ORCON. The CO/COR is responsible for identifying marked PROPIN and ORCON information within their control and initiating the request and release documentation between the originating agency owning the PROPIN and ORCON and the accessing contractor. If the originating agency of the PROPIN and ORCON fails to or denies access to the accessing contractor, or if the accessing contractor fails to or does not agree to not to divulge, use, or otherwise release the PROPIN and ORCON, then the CO/COR is responsible for denying PROPIN and ORCON access until the appropriate documentation has been completed. Contractors, who intentionally obtain access to PROPIN and ORCON without the required documentation, may be subject to civil and criminal liabilities and penalties as provided by law. US Government employees who release PROPIN and ORCON, whether intentionally or accidentally to unauthorized contractors, are subject to civil and criminal liabilities and penalties as provided by law, or
 - A US Government employee (military or civilian) is on-site, when contractor access to PROPIN or ORCON is possible or available.
16. The contractor must comply with Foreign Ownership, Control or Influence (FOCI) restrictions and notifications as outlined in the NISPOM.
17. If the contractor identified in DD 254, Block 6a, Block 7a or Block 8a, is identified as a being under FOCI by Defense Security Service (DSS), a favorable National Interest Determination (NID) must be completed as outlined within the NISPOM prior to the contractor being awarded the contract and having access to PROSCRIBED INFORMATION. PROSCRIBED INFORMATION includes COMSEC, Sensitive Compartmented Information, Critical Nuclear Weapons Design Information, Restricted Data, Formerly Restricted Data, TOP SECRET, Special Access Programs, other classified information, and other Executive Branch Departments and Agencies for classified information under the cognizance of such.
18. The contractor may introduce but is not authorized to activate or use any wireless transmission devices within any DIA facilities or any DIA accredited facilities without first receiving written permission from DAC-2A2, Military Departments, Major Commands, Combatant Commands, Senior Intelligence Officers, and local Special Security Officers or Contractor Special Security Officers may require more stringent standards which must be complied with. If the contractor is located within another agency's facility or accredited facility, the contractor will comply with the other agency's policies regarding the introduction, activation or use of any such device. *The Director, National Intelligence (DNI) may by policy, directive or other means, bar the introduction of any wireless transmission device into any SCIF area after the date of this contract. Should this occur the DNI policy will automatically supersede this paragraph and if the wireless device is still required to be introduced into the SCIF area, justification and a waiver request must be submitted to DAC-2A for a determination.*
19. Contractors who anticipate a change of name and/or ownership, must notify the CO/COR in writing upon consideration of the proposed change. Changes may affect facility clearances which may affect continuance of the contract.
20. A security review of this DD Form 254 is required during the different stages of the contract or any revision of this contract. The CO/COR will provide the contractor with applicable changes in security requirement(s) by issuing a revised DD Form 254.

NOTE: CONTRACTORS, PLEASE GO THROUGH YOUR CONTRACT MONITOR/CONTRACTING OFFICER REPRESENTATIVE (LO/COR) PRIOR TO CONTACTING THE OFFICES BELOW.

DIA Points of Contact for Security Issues:

DIA/DAC-2, (703) 907-0953/0332	(Industrial Security Program)
DIA/DAC-2A2, (703) 907-1300	(Accreditation Management Branch)
DIA/DAC-2A3, (703) 907-1365	(Policy & Security Awareness Branch)
DIA/DAC-3A, (703) 907-1311	(Central Clearance Branch)
DIA/SYS-4, (202) 231-8868	(Information System Security)

Version 1.1 (24 AUG 2009)



VIRGINIA CONTRACTING ACTIVITY

Building 6000, Bolling AFB
Washington, D.C. 20340-5100

10 August 2011

FROM:

The Virginia Contracting Activity (VACA)
200 MacDill Blvd., Bldg 6000
Bolling AFB, Washington DC 20340

SUBJECT:

Request for Past Performance Evaluation

You have been identified as a point of contact for a past performance evaluation of the firm listed on the attached survey form. This firm is currently being considered for an Indefinite Delivery, Indefinite Quantity (IDIQ) contract with the Virginia Contracting Activity at Bolling AFB, Washington DC.

You are asked to assess the performance factors as listed on Page 4 of the attached document. As part of your assessment, please provide a score of zero through five for each factor based on the ratings described on Page 5. For each factor and rating, please provide a supporting narrative to illustrate why you have rated that factor in the way that you did.

Your prompt attention to this survey will be greatly appreciated. Should you have any questions concerning this request, please contact Ms. Allison Richards via email at Allison.Richards@dia.mil or via phone at 202-231-5219 or the undersigned at Jennifer.Sylvestre@dia.mil or 202-231-1246.

Thank you in advance for your participation.

Jennifer Sylvestre
Contracting Officer
Virginia Contracting Activity (VACA)

Contractor Performance Evaluation

1. Contractor Name and Address (identify Division, if necessary):

2. Contract Number: _____

3. Contract Type: _____

4. Contract Value (overall, including unexercised options):

5. Period of Performance: _____

6. Contracting Officer: _____

7. Date of Evaluation: _____

8. Description of Requirement:

.

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Past Performance Assessment - 2

Assessment Ratings		
(0) Not Applicable, (1) Unsatisfactory, (2) Marginal, (3) Satisfactory, (4) Very Good, (5) Exceptional		
Factor	Rating	Narrative
Quality of Service		
Staffing		
Program Management		
Problem Resolution		
Schedule Control		
Cost Control		
Customer Service		
Innovation		
Small Business Utilization		

Evaluator's Signature: _____

Name: _____

Title: _____

Agency: _____

Phone: _____

Past Performance Assessment - 3

Contractor Performance Evaluation Factors

Quality of Service: Assess the contractor's conformance to contract requirements, specifications, quality of product, and standards of good workmanship (e.g. commonly accepted technical, professional standards).

Staffing: Assess the contractor's processes and practices that were implemented to consistently provide personnel with the appropriate security clearances, qualifications and experience required to perform the contract.

Program Management: Asses the features and benefits of the contractor's program management methodology and explain the processes, procedures or practices that were implemented to ensure support was cost-efficient, fully-integrated and results focused.

Problem Resolution: Assess the completeness, timeliness, and quality of problem identification, corrective action plans, proposal submittals (especially responses to change orders, engineering change proposals, or other undefinitized contract actions). The contractor's performance in selecting, retaining, supporting, and replacing, when necessary, key personnel. The contractor's history of reasonable and cooperative behavior, and customer satisfaction.

Schedule Control: Assess the contractor's scheduling processes and how they ensured customer requests were properly identified, assigned, prioritized and coordinated across applicable functional areas to achieve on-time and within budget performance.

Cost control: Asses the contractor's financial management processes and procedures to monitor, control and report costs and how these processes and procedures ensured proactive actions were taken to operate within contract and program funding levels.

Customer Service: Assess how the contractor instilled and consistently maintained a culture of customer service excellence throughout the team and the individual personnel assigned to the contract. Assess the integrating and coordination of all activity needed to execute the contract, specifically the timeliness, completeness, and quality of problem identification, corrective action plans, proposal submittals, the contractor's history of reasonable and cooperative behavior, customer satisfaction, timely award and management of subcontracts. Include the adequacy of the contractor's accounting, billing, and estimating systems.

Innovation: Assess any relevant innovation(s) identified and implemented by the contractor and explain how these innovations benefited the customer. "Innovations" could be, for example, initiatives to: reduce costs, improve customer service, or reduce operational redundancies and inefficiencies.

Small Business Utilization: Assess the contractor's success with timely award and management of subcontractors, including whether the contractor met or exceeded small business, small disadvantage business, small business HUBZone, veteran-owned small business, service disabled veteran-owned small business, and women-owned small business participation and subcontracting goals.

Past Performance Rating Guidelines**0 Not Applicable**

Unable to provide a rating. Contract did not include performance for this aspect. Do not know.

1 Unsatisfactory

During the contract period, contractor performance does not or did not meet most contractual requirements and recovery is not likely in a timely manner. Corrective actions were either ineffective or non-existent.

2 Marginal

During the contract period, contractor performance does not or did not meet some contractual requirements. The contractor's proposed corrective actions appear only marginally effective or were not fully implemented.

3 Satisfactory

During the contract period, contractor performance is meeting (or met) all contractual requirements. For any problems encountered, contractor took effective corrective action.

4 Very Good

During the contract period, contractor performance meets or met contractual requirements and exceeds or exceeded some to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.

5 Exceptional

During the contract period, contractor performance meets or met contractual requirements and exceeds or exceeded many to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with a few minor problems for which corrective actions taken by the contractor was highly effective.

Past Performance Assessment - 5

SECTION K REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K. 1 252.216-7002 ALTERNATE A, TIME-AND-MATERIALS/LABOR-HOUR PROPOSAL REQUIREMENTS -- NON-COMMERCIAL ITEM ACQUISITION WITH ADEQUATE PRICE COMPETITION (FEB 2007)

(c) The offeror must establish fixed hourly rates using separate rates for each category of labor to be performed by each subcontractor and for each category of labor to be performed by the offeror, and for each category of labor to be transferred between divisions, subsidiaries, or affiliates of the offeror under a common control.

K. 2 1052.215-95 GOVERNMENT EMPLOYEE REPRESENTATION (DEC 2008)

The offeror states that he/she is () is not () a government employee, and does () does not () represent a business concern or other organization owned, or substantially owned, by one or more Government employees.

(End of Provision)

K. 3 252.225-7010 COMMERCIAL DERIVATIVE MILITARY ARTICLE--SPECIALTY METALS COMPLIANCE CERTIFICATE (JUL 2009)

(Reference 252.225-7010)

K. 4 252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2010)

(Reference 252.204-7007)

K. 5 252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) "Representation." The Offeror represents that it--

_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of Provision)

K. 6 252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (JAN 2011)

(a) The terms used in this provision are defined in following clause or clauses contained in this solicitation--

(1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause.

(2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause.

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documentation, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovation Research Program, the notification and identification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers, shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's
Use, Release, or Disclosure of Technical Data or Computer Software.
The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data or Computer Software to be Furnished With Restrictions+	Basis for Assertion++	Asserted Rights Category++	Name of Person Asserting Restrictions+++
(LIST) -++-	(LIST)	(LIST)	(LIST)

-For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such item, component, or process. For computer software or computer software documentation identify the software or documentation.

--Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

--Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).

+++Corporation, individual or other person, as appropriate.

----Enter "none" when all data or software will be submitted without restrictions.

Date _____

Printed Name and Title _____

Signature _____

(End of identification and assertion)

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

(End of Provision)

K. 7 252.225-7003 REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA -- SUBMISSION WITH OFFER (OCT 2010)

(a) Definition. "United States," as used in this provision, means the 50 States, the District of Columbia, and outlying areas.

(b) The offeror shall submit, with its offer, a report of intended performance outside the United States and Canada, if -- if--

(1) The offer exceeds \$12.5 million in value; and

(2) The offeror is aware that the offeror or a first-tier subcontractor intends to perform any part of the contract outside the United States and Canada that--

(i) Exceeds \$650,000 in value; and

(ii) Could be performed inside the United States or Canada

- (c) Information to be reported includes that for--
- (1) Subcontracts;
 - (2) Purchases; and
 - (3) Intracompany transfers when transfers originate in a foreign location.
- (d) The offeror shall submit the report using--
- (1) DD Form 2139, Report of Contract Performance Outside the United States; or
 - (2) A computer-generated report that contains all information required by DD Form 2139.
- (e) The offeror may obtain a copy of DD Form 2139 from the Contracting Officer or via the internet at <http://www.dtic.mil/whs/directives/infomgt/forms/formsprogram.htm>.
- (End of provision)

K. 8 252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (DEC 2009)

- (a) "Definitions." "Commercially available off-the-shelf (COTS) item," "component," "domestic end product," "foreign end product," "qualifying country," and "qualifying country end product," and "United States" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.
- (b) "Evaluation." The Government--
- (1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and
 - (2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.
- (c) "Certifications and identification of country of origin."
- (1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that--
 - (i) Each end product, except those listed in paragraph (c)(2) or (3) of this provision, is a domestic end product; and
 - (ii) For end products other than COTS items, components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.
 - (2) The offeror certifies that the following end products are qualifying country end products:
- | Line Item Number | Country of Origin |
|------------------|-------------------|
| ----- | ----- |
-
- (3) The following end products are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (ii) of the definition of "domestic end product":
- | Line Item Number | Country of Origin (If known) |
|------------------|------------------------------|
| ----- | ----- |
-
- (End of provision)

K. 9 252.209-7002 DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT (JUN 2010)

- (a) "Definitions." As used in this provision--
- (1) "Effectively owned or controlled" means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control the election, appointment or tenure of the Offeror's officers, or a majority of the Offeror's board of directors by any means, e.g., ownership, contract, or operation of law (or equivalent power for unincorporated organizations).
 - (2) "Entity controlled by a foreign government"--
 - (i) Means--
 - (A) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or
 - (B) Any individual acting on behalf of a foreign government.
 - (ii) Does not include an organization or corporation that is owned, but is not controlled, either directly or indirectly, by a foreign government if the ownership of that organization or corporation by that foreign government was effective before October 23, 1992.
 - (3) "Foreign government" includes the state and the government of any country (other than the United States, and its outlying areas) as well as any political subdivision, agency, or instrumentality thereof.
 - (4) "Prescribed information" means--
 - (i) Top Secret information;

- (ii) Communications security (COMSEC) material, excluding controlled cryptographic items when unkeyed or utilized with unclassified keys;
- (iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;
- (iv) Special Access Program (SAP) information; or
- (v) Sensitive Compartmented Information (SCI).

(b) "Prohibition on award." No contract under a national security program may be awarded to a entity controlled by a foreign government if that entity requires access to proscribed information to perform the contract, unless the Secretary of Defense or designee has waived application of 10 U.S.C. 2536(a).

(c) "Disclosure." The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror's immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format:

Offeror's Point of Contact for Questions about Disclosure

(Name and Phone Number with Country Code, City Code

and Area Code, as applicable)

Name and Address of Offeror

Name and Address of Entity

Controlled by a Foreign

Government

Description of Interest,

Ownership Percentage, and

Identification of Foreign

Government

(End of provision)

K. 10 252.229-7301 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (CAN 2039)

(a) "Definitions." As used in this provision--

(1) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j) (1) (A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j) (1) (A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries subject to this provision include: Cuba, Iran, Sudan, and Syria.

(3) "Significant interest" means--

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award." In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure." If the government of a terrorist country has significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in a attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include--

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

(End of provision)

K. 11 52.223-4 RECOVERED MATERIAL CERTIFICATION (MAY 2008)

(Reference 52.223-4)

K. 12 52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (SEP 2010)

(Reference 52.222-38)

K. 13 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(Reference 52.204-5)

K. 14 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)

(Reference 52.203-11)

K. 15 52.226-2 HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND MINORITY INSTITUTION REPRESENTATION (OCT 2008)

(a) "Definitions." As used in this provision--

"Historically black college or university" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institution" means an institution of higher education meeting the requirements of Section 365(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education, as defined in Section 502(a) of the Act (20 U.S.C. 1101a)).

(b) "Representation." The offeror represents that it--

/_/ is /_/ is not a historically black college or university;

/_/ is /_/ is not a minority institution.

(End of Provision)

K. 16 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [Check each block that is applicable.]

/_/ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

/_/ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b) (1) (A) of EPCRA, 42 U.S.C. 11023(b) (1) (A);

/_/ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

/_/ (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 13 (except 1011, 1081, and 1094.

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), or 5169, or 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

/_/ (v) The facility is not located in the United States or its outlying areas..

(End of Provision)

K. 17 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that--

(a) It /_/ has developed and has on file, /_/ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It /_/ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of Provision)

K. 18 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that--

(a) It /_/ has, /_/ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It /_/ has, /_/ has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of Provision)

K. 19 52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, /_/ intends, /_/ does not intend to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance (Street Address, City, State, County, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or Respondent

(End of Provision)

K. 20 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JAN 2011)

(a) Definitions. As used in this provision--

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than \$10,000,000" means--

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror ☐ has ☐ does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in--

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the Central Contractor Registration database at <http://www.ccr.gov> (see 52.204-7).

(End of provision)

K. 21 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

(a)

(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are /_/ are not /_/ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a) (1) (i) (B) of this provision.

(D) Have /_, have not /_, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples.

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. §§ 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §§ 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. §§ 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has /_/ has not /_, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of Provision)

K. 22 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2011)

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 541990

(2) The small business size standard is \$7M

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)

(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)

(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that--

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations?Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, or 2010.

(vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.214-14, Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, Compliance with Veterans? Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xvi) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American Act-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$67,826, the provision with its Alternate II applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xvix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan-Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Engaging in Sanctioned Activities Relating to Iran-Certification. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to--

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

— (i) 52.219-22, Small Disadvantaged Business Status.

— (A) Basic.

— (B) Alternate I.

— (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

— (iii) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

— (iv) 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services-Certification.

— (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

— (vi) 52.227-6, Royalty Information.

— (A) Basic.

— (B) Alternate I.

— (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of Provision)

K. 23 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) "Definitions."

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) "Taxpayer Identification Number (TIN)."

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) "Type of organization."

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(f) "Common parent."

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name _____

TIN _____

(End of Provision)

K. 24 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to--

(i) Those prices;

(ii) The intention to submit an offer;; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or
(2)

(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision

_____ [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of Provision)

K. 25 52.250-2 SAFETY ACT COVERAGE NOT APPLICABLE (NOV 2007)

(Reference 52.250-2)

K. 26 52.237-8 RESTRICTION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS (AUG 2003)

(Reference 52.237-8)

K. 27 52.223-1 BIOBASED PRODUCT CERTIFICATION (DEC 2007)

(Reference 52.223-1)

K. 28 52.230-7 PROPOSAL DISCLOSURE -- COST ACCOUNTING PRACTICE CHANGES (APR 2005)

The offeror shall check "yes" below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

___ Yes

___ No

If the offeror checked "Yes" above, the offeror shall--

(1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and

(2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

(End of Provision)

K. 29 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (OCT 2008)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement-Cost Accounting Practices and Certification

(a) Any contract in excess of \$650,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

/_/ (1) "Certificate of Concurrent Submission of Disclosure Statement." The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

/_/ (2) "Certificate of Previously Submitted Disclosure Statement." The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official

Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

/_/ (3) "Certificate of Monetary Exemption." The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

/_/ (4) "Certificate of Interim Exemption." The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under paragraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards-Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

/_/ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting

period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with paragraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts. /_/ yes /_/ no

(End of Provision)

K. 30 52.227-15 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (DEC 2007)

(a) This solicitation sets forth the Government's known delivery requirements for data (as defined in the clause at 52.227-14, Rights in Data--General). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data--General clause at 52.227-14 included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data instead. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) By completing the remainder of this paragraph, the offeror represents that it has reviewed the requirements for the delivery of technical data or computer software and states [offeror check appropriate block]--

/___/ (1) None of the data proposed for fulfilling the data delivery requirements qualifies as limited rights data or restricted computer software; or

/___/ (2) Data proposed for fulfilling the data delivery requirements qualify as limited rights data or restricted computer software and are identified as follows:

(c) Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of the data should a contract be awarded to the offeror.

(End of provision)

K. 31 52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN--CERTIFICATION (AUG 2009)

(a) Definitions. As used in this provision--

"Business operations" means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

"Marginalized populations of Sudan" means--

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as

that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate--

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
 - (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
 - (3) Consist of providing goods or services to marginalized populations of Sudan;
 - (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
 - (5) Consist of providing goods or services that are used only to promote health or education; or
 - (6) Have been voluntarily suspended.
- (b) Certification. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(End of provision)

K. 32 52.225-2 BUY AMERICAN ACT CERTIFICATE (FEB 2009)

(a) The offeror certifies that each end product, except those listed in paragraph (b) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act-Supplies."

(b) Foreign End Products:

Line Item No.	Country of Origin

[List as necessary]

(c) The Government will evaluate offers in accordance with the policies and procedures of Part 25 of the Federal Acquisition Regulation.

(End of Provision)

K. 33 52.219-21 {52.219-21} [RESERVED]

K. 34 52.219-19 {52.219-19} [RESERVED]

K. 35 52.219-1 [SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2011)--ALTERNATE [(APR 2011)

(a)

(1) The North American Industry Classification System (NAICS) code for this acquisition is 341990

(2) The small business size standard is \$/M

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it /_/ is, /_/ is not a small business concern.

(2) The offeror represents, for general statistical purposes, that it /_/ is, /_/ is not, a small disadvantaged business concern as defined in 13 CFR 124.1302.

(3) The offeror represents as part of its offer that it /_/ is, /_/ is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. The offeror represents as part of its offer that--

(i) It /_/ is, /_/ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It /_/ is, /_/ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(4)(i) of this provision is accurate in reference to the WOSB concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern or concerns that are participating in the joint venture: /_____/.] Each WOSB concern participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. The offeror represents as part of its offer that--

(i) It /_/ is, /_/ is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It /_/ is, /_/ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(5)(i) of this provision is accurate in reference to the EDWOSB concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern or concerns that are participating in the joint venture: /_____/.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) The offeror represents as part of its offer that it /_/ is, /_/ is not a veteran-owned small business concern.

(7) The offeror represents as part of its offer that it /_/ is, /_/ is not a service-disabled veteran-owned small business concern.

(8) The offeror represents, as part of its offer, that--

(i) It /_/ is, /_/ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It /_/ is, /_/ is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: /_____/.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(9) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

/_/ Black American.

/_/ Hispanic American.

/_/ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

/_/ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

/_/ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

/_/ Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of Provision)

K. 36 52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS-REPRESENTATION (JUL 2009)

(a) Definition. "Inverted domestic corporation" means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

(b) Relation to Internal Revenue Code. A foreign entity that is treated as an inverted domestic corporation for purposes of the Internal Revenue Code at 26 U.S.C. 7874 (or would be except that the inversion transactions were completed on or before March 4, 2003), is also an inverted domestic corporation for purposes of 6 U.S.C. 395 and for this solicitation provision (see FAR 9.108).

(c) Representation. By submission of its offer, the offeror represents that it is not an inverted domestic corporation and is not a subsidiary of one.

(End of provision)

K. 37 252.203-7003 AGENCY OFFICE OF THE INSPECTOR GENERAL (SEP 2010)

The agency office of the Inspector General referenced in paragraphs (c) and (d) of FAR clause 52.203-13, Contractor Code of Business Ethics and Conduct, is the DoD Office of the Inspector General at the following address:

DoD Office of the Inspector General

Investigative Policy and Oversight
400 Army Navy Drive, Suite 1037
Arlington, VA 22202-4704
Toll Free Telephone: 866-429-8011

(End of clause)

SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L. 1 252.237-7001 COMPLIANCE WITH AUDIT STANDARDS (MAY 2000)

(Reference 252.237-7001)

L. 2 SIA II Section L

SECTION L

ADDENDUM TO FAR 52.215-1, INSTRUCTION TO OFFERORS – COMPETITIVE ACQUISITION (JAN 2004)

1. USE OF NON-GOVERNMENT EVALUATORS

- a. Offerors are advised that the following contractors may participate as non-Government advisors in the evaluation of proposals:

MITRE Corporation
7525 Colshire Drive
□McLean, VA 22102-7539

□ManTech International Corporation
□(Corp HQ)
□12015 Lee Jackson Highway
□Fairfax, Virginia 22033

- b. The above listed non-Government advisors will be authorized access to only those portions of the proposal data and discussion items that are necessary to enable them to provide specific advice on specialized matters or on particular problems. The non-Government advisors will not be allowed to determine strengths and weaknesses, establish initial or final assessments of risks, or actually rate or rank offerors' proposals. The non-Government advisor will not take part in discussions. The non-Government advisors will be required to sign non-disclosure/conflict of interest documents prior to carrying out their responsibilities. Offeror's objection to the disclosure of information to these non-Government advisors shall be provided in writing to the Contracting Officer before the date set for receipt of proposals. The written objection shall include a detailed statement for the basis of the objection.
- c. DIA may disclose the offerors' proposals to authorized government and non-government third parties. Specifically, DIA plans to use an individual contractor from ManTech during the evaluation and contract administration phases and an individual from MITRE (a FFRDC) during the proposal evaluation phase to provide logistical and administrative support. Both ManTech and MITRE have an established Organizational Conflict of Interest (OCI) mitigation plan and Non-Disclosure Agreements (NDA) in place with DIA wherein each contractor is prohibited from evaluating its own company's data and from submitting an offer on any solicitation for which its Company provided support. All work products developed by ManTech and MITRE in support of this RFP are under the review and supervision of the Government CO. Offerors are invited to execute NDAs with the third party companies identified in this solicitation and shall provide a copy of the signed NDAs with your proposal or affirmatively state that the Offeror does not require an NDA.

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- d. Non-Government Source Selection Software. DecisionPoint™ source selection software developed by ManTech will be used during the proposal evaluation process.

☐ ManTech International Corporation
☐ (Corp HQ)
☐ 12015 Lee Jackson Highway
☐ Fairfax, Virginia 22033

c. All source selection participants will be briefed and knowledgeable of Subsection 27(a) of the Office of Federal Procurement Policy Act, 41 U.S.C., Section 423, and FAR 3.104 regarding unauthorized disclosure of contractor bid and proposal information, as well as source selection information. All persons receiving source selection information are instructed to comply with applicable standards of conduct (including procedures to prevent the improper disclosure of information) and sign a Non-Disclosure Agreement and a conflict of interest statement. Conflict of Interest Statements (from both Government members/advisors and non-Government team advisors) will be appropriately reviewed and actual or potential conflict of interest issues are resolved prior to granting access to any source selection information. (See CFR 2635).

2. Addendum to Paragraph (c) Submission of offers. In addition to those requirements as stated in paragraph (c), the following are added and shall apply to the submission requirements in response to this solicitation.
3. The Offeror's proposal, as a minimum, shall consist of a Technical Proposal, Past and Present Performance Information, Cost/Price Proposal, Subcontracting Plan, Small Business Participation, and a signed SF 33. The offeror shall acknowledge all amendments and complete the necessary fill-ins and return in their entirety with proposals. The Government, at their discretion, may incorporate portions of the Cost/Price proposal and technical proposal into any resulting contract. In addition, the Offeror shall also provide an electronic version in an email format compatible with Microsoft Office Word 2007 and Excel 2007 format. Any pricing information will be in excel format and as a separate proposal volume from the technical information. In the case of a conflict between the electronic and the hard copy, the hard copy will be considered the correct version. The Government, at its discretion, may incorporate portions of an Offeror's proposal at contract award. The
4. The Offeror's proposal shall provide convincing rationale to address how the Offeror intends to meet these requirements. Offerors shall assume that the Government has no prior knowledge of their experience and will base its evaluation on the information presented in the Offeror's proposal. The Offeror is reminded that the Government reserves the right to award this effort based on the initial proposal, as received, without discussion to the Offeror determined to be the best value to the Government.
5. The proposal must include all data and information requested, in Section L, Instructions to Offerors (ITO), and must be submitted in accordance with these instructions. The proposal shall be compliant with the requirements as stated in Statement of Work (SOW). Non-

Section L – SIA II Instructions to Offerors – 2

conformance with the instructions provided in this section may result in offeror's proposal being determined unsatisfactory.

6. The proposal shall be clear, concise, and shall include sufficient detail for effective evaluation and for substantiating the validity of stated claims. The proposal shall not simply rephrase or restate the Government's requirements, but rather shall provide convincing rationale to address how the offeror intends to meet these requirements. Proposals shall refrain from significantly highlighting any incumbent status but rather address specifically the technical expertise and understanding of the requirement.

7. Proposal Format and Content.

- (A) Paper, Page Size and Format: Page size shall be 8.5 x 11 inches. Pages shall be single-spaced. Use at least 1 inch margins on the top, bottom and side margins. **Pages shall not contain any graphics or illustrations other than for the purposes of further enhancing technical expertise.**
- (B) Text Spacing and Type: Except for the reproduced sections of the solicitation document, the text size shall be no less than 12 point.
- (C) Illustrations and Tables: **Illustrations, charts, and graphs other than for the purposes of further enhancing technical expertise are not permitted.** Tables, charts, graphs, diagrams and figures shall be used wherever practical to depict organizations, systems and layout, implementation schedules, plans, etc. These displays shall be uncomplicated, legible and shall not exceed 8.5 x 11 inches. Foldout pages shall not be used. For tables, charts, graphs and figures, the text shall be no smaller than 10 point. Elaborate formats, bindings or color presentations are not required. Elaborate brochures or documentation, binding, detailed artwork, or other embellishments are not required and neither are they desired.
- (D) Number of Copies/Page Limits: The offeror shall prepare the proposal as set forth in the Proposal Organization Table below:
- (E) The titles and contents of sections shall be as defined in the table below, all of which shall be within the required page limits and with the number of copies specified. When both sides of a sheet display printed material, it shall be counted as 2 pages. Pages exceeding this page limitation set forth will not be read or evaluated and will be removed from the proposal. The contents of each proposal section are described as noted in the table below.

Volume / Binder	Title	Original plus # of Copies	Maximum Page Limit
I	Corporate Security	1 Original – Written Version 1 Original – Electronic Version (E-mail) 1 Copy – Written Version 1 Copy – Electronic Version (E-mail)	1 Page

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II	Technical / Management Capability	1 Original – Written Version 1 Original – Electronic Version (E-mail) 1 Original – Electronic Version (CD ROM) 4 Copies – Written Version 1 Copy – Electronic Version (CD ROM)	30 Pages
III	Relevant Past and Present Performance	1 Original – Written Version 1 Original – Electronic Version (E-mail) 1 Original – Electronic Version (CD ROM) 4 Copies – Written Version 1 Copy – Electronic Version (CD ROM)	30 Pages
IV	Subcontracti ng Plan (Large Businesses Only)	1 Original – Written Version 1 Original – Electronic Version (E-mail) 1 Original – Electronic Version (CD ROM) 4 Copies – Written Version 1 Copy – Electronic Version (CD ROM)	25 Pages
V	Small Business Participation (Required for all Offerors)	1 Original – Written Version 1 Original – Electronic Version (E-mail) 1 Original – Electronic Version (CD ROM) 4 Copies – Written Version 1 Copy – Electronic Version (CD ROM)	None
VI	Price	1 Original – Written Version 1 Original – Electronic Version (E-mail) 1 Original – Electronic Version (CD ROM) 4 Copies – Written Version 1 Copy – Electronic Version (CD ROM)	N/A

8. Distribution: Proposals shall be delivered in accordance with the due date and time to:

Virginia Contracting Activity
Attn: Allison Richards/Jennifer Sylvestre
200 MacDill Blvd, Bldg 6000
Bolling Air Force Base
Washington, DC 20340-5100

E-mail: Allison.Richards@dia.mil and Jennifer.sylvestre@dia.mil

Section I. – SIA II Instructions to Offerors – 4

Phone: 202-231-5219 / 202-231-1246

9. Special Instructions:

- (A) Each page shall be affixed with the legend: "SOURCE SELECTION INFORMATION" – See FAR 2.101 and FAR 3.104.
- (B) **Factor 1: Corporate Security:** The Offeror shall provide their CAGE code and physical address identifying that each prime Offeror, at the time of proposal submission, clearly has a TOP SECRET facility clearance. Submission for this criteria shall be provided in the below format.

Company Name	Company's Physical Address (Address must be associated with given CAGE code)	Cage Code	Facility Clearance Level	Security POC

- (C) **Proposal Ratings** - The Government will use the color/adjectival technical ratings listed in the evaluation methodology for rating of the proposals. Ratings will be used for the Factors and Subfactors identified below:
- (D) **Factor 2: Technical/Management Capability:** This volume shall be sufficiently specific, detailed, and complete as to demonstrate clearly and fully that the Offeror has proven depth and breadth of expertise while articulating their understanding and knowledge of the complexities inherent in the performance of this requirement. Statements that the Offeror understands, can, or will perform the requirements of the SOW without supporting information or narratives are inadequate. Paraphrasing the SPW or parts thereof, is similarly inadequate, as are phrases such as "standard procedures will be employed" or "well-known" techniques will be used." This volume shall be written such as to enable evaluators to make a thorough evaluation as to whether the services proposed adequately respond to the specific Government requirements.
- a. **Subfactor 1, Technical Expertise:** The Offeror shall clearly articulate in detail, its overall depth and breadth of experience, technical expertise of the requirement, feasibility of the technical solution, and completeness of the proposed solution, to include the following:
- i. The Offeror's substantial depth of corporate experience, knowledge and capability for all intelligence and substantive areas of the SOW. Offeror's response to this section shall also correlate with responses provided for Factor 3, Past and Present Performance.

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- ii. The Offeror's experience and ability to provide all-source analysts with knowledge, skills and abilities consistent with a ODNI's Intelligence Community Directive (ICD) 610, outlining and describing the requisite competencies for an intelligence community all-source analyst. The Offeror's demonstrated experience and ability to provide analysts who have successfully completed training, education and work assignments consistent with the appropriate competencies and analyst work level(s).
 - iii. The Offeror's documented internal analyst development program with the capability to vet, train and continually develop the contractor's all-source analysts consistent with ICD 610, and mission requirements.
 - iv. The Offeror's substantial understanding of the risks to mission accomplishment when using contractor analysts to augment/support intelligence analysis together with measures to successfully mitigate these risks.
 - v. The offeror's strong end-to-end knowledge and experience with the processes, actions and coordinations that must take place to ensure effective and efficient performance both at the contract and task order levels from award through delivery of services.
- b. **Subfactor 2, Program Management Process:** The Offeror shall clearly articulate, in detail, its proposed organization and management structure, to include the following:
- i. How the Offeror's management structure and processes are optimized to support intelligence analysis as its core competency and the unique aspects and nuances of providing this support to include the risks and special requirements (such as the dynamic nature of the mission in support of the war fighter, quick turnaround requirements and other similar indicators) of the Intelligence Community.
 - ii. The Offeror's succinct descriptions of management structure, tools, and procedures to be used to plan, monitor, control, and deliver required services; report and monitor technical and financial status; systems, procedures and capabilities to provide qualified personnel with short turnaround times; and corporate measures to correct/alleviate poor performance.
 - iii. How the Offeror applies its resources across the enterprise. The Offeror shall provide functional statements of each organizational element clearly delineating the distribution of work requirements to cover all areas of the SOW depicting work breakdown structure, numbers of

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people, and labor category descriptions for the base and all Option Years.

- iv. The Offeror's detailed Quality Control Plan addressing all of the requirements of the SOW; addressing all aspects of quality control to include responsibility for surveillance of work; acceptance, rejection, documentation, and resolution of deficiencies; corrective action; identify and prevent recurrence of defective services; enforce corrective actions to poor performance of working staff; identify key quality control personnel. The proposal shall contain a brief description as to how unfavorable trends and problem areas will be identified.
 - v. The Offeror's Risk Management Plan describing established procedures/methods to be used to identify unfavorable trends and actions to mitigate these risks. The Offeror shall identify the corporate entity/element that supports this function along with their resources and expertise.
- c. **Subfactor 3, Recruitment and Retention:** The Offeror shall clearly articulate, in detail, the Offeror's ability to successfully recruit and retain qualified personnel with the required clearances to include the following:
- i. Offeror's proposed key personnel and team leads who possess the required security clearances at time of contract award. Offeror shall ensure that the key personnel proposed are qualified and available to work on the actual procurement. The offeror shall provide an acceptable level of evidence as determined by the Contracting Officer. Failure to provide key personnel resumes and/or evidence of the availability of the proposed key personnel to perform on the actual procurement will result in the downgrade of the proposal and/or eliminated from the competitive range.
 - ii. The Offeror's overall recruitment and retention program to include but not limited to the process and the timeliness used to recruit personnel that meet the experience and qualification requirements for all functional areas of the SOW and possess the security clearances and accesses necessary to comply with and perform the SOW; use of incentives to retain qualified personnel; policy on continuing education, professional development and periodic retraining of personnel; and capability to meet surge requirements
 - iii. The number of Offeror personnel possessing security clearances and the levels of those clearances and on the number of mission categories to be supported with qualified (technical and security) personnel upon contract award

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- iv. How the Offeror intends to meet staffing plans for task orders. The Offeror must describe how they intend to meet 100% staffing within the first 90 days of a task order award.

d. **Subfactor 4 Personnel Security:** The Offeror shall clearly articulate, in detail, the Offeror's ability to ensure personnel security in accordance with the appropriate Department of Defense (DoD) and IC directives on personnel security to include the following:

- i. The Offeror's expertise and experience in providing TS cleared personnel under DoD and IC directives. The Offeror shall provide information on their policy/process/system and experience in maintaining compliance with, and staying abreast of changes in the DoD and IC security policies, procedures, and directives.
- ii. The Offeror's experience providing personnel with a TS/SCI clearance and/or TS clearance and eligible SCI access as described in the SOW.

(E) **Factor 3: Past and Present Performance.** Each Offeror shall submit a past performance volume in accordance with the specific content provided below.

- a. Offerors shall provide a minimum of seven (7) and a maximum of ten (10) relevant examples that demonstrate that their team has proven qualifications and experience delivering the same type of services in a multi-level security, multi-customer environment similar to the IC. *The examples shall be for contract efforts still in-progress, for support work accomplished for programs of similar size and complexity and completed within the last three (3) years from the closing date of this solicitation.* Examples provided in response to this factor shall correlate with the response provided in Factor 2, Technical/Management Capability. Offerors shall provide an illustration mapping the references back to the specific topic areas as identified in the SOW and offeror's response in Factor 2, Technical/Management Capability.

i. **Sample Mapping Illustration:**

Topics/References	Reference A	Reference B	Reference C
Computer Network Operations	X		
Defense Industry		X	
Defense Policies			
Emerging & Disruptive Technologies			X
Exercise & Training Activity			X
Foreign Cultures		X	
Foreign Denial & Deception	X		
Foreign Intelligence Activities		X	
Foreign Space & Counterspace	X		

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- ii. The examples, when viewed in aggregate, must demonstrate you have proven qualifications and experience delivering services that are similar to the SIA II SOW functional areas. Offerors may use examples where they performed as a prime or major subcontractor. Offerors may also use examples from subcontractors on their proposed team. However, over-reliance on examples from subcontractors on the offeror's proposed team may be viewed as a risk by the Government in evaluating the relevant experience of the Prime Offeror and its qualifications and experience to perform the SIA II requirements.
- iii. Each individual example shall identify the name of the program or contract, the customer or agency supported, and what member of the Offeror's team performed the effort. Address the following topics in your case study write-up:
 - A) Relevancy: Explain the relevancy of the example to the size, scope and complexity of the SIA II program.
 - B) Staffing: Describe the processes and practices you implemented to consistently provide personnel with the appropriate security clearances, qualifications and experience required to perform the contract.
 - C) Program Management: Describe the features and benefits of your program management methodology and explain the processes, procedures or practices that were implemented to ensure your support was cost-efficient, fully-integrated and results focused.
 - D) Cost Control: Describe your financial management processes and procedures to monitor, control and report Contractor costs and how these processes and procedures ensured proactive actions were taken to operate within contract and program funding levels.
 - E) Schedule Control: Describe your scheduling processes and how they ensured customer requests were properly identified, assigned, prioritized and coordinated across applicable functional areas to achieve on-time and on-budget performance.
 - F) Customer Service: Describe how you instilled and consistently maintained a culture of customer service excellence throughout your team and the individual personnel assigned to the contract.
 - G) Innovation: Describe any relevant innovation(s) you identified and implemented and explain how these innovations benefited the customer. "Innovations" could be, for example, initiatives to:

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reduce costs, improve customer service, or reduce operational redundancies and inefficiencies.

II) Pursuant to FAR Part 15.305(a)(2)(v), the assessment will consider the extent to which the Offeror's evaluated past performance demonstrates compliance with subcontracting plan goals for Small Disadvantaged Business (SDB) concerns, monetary targets for SDB participation, and notifications submitted under FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting. Pursuant to DFARS Part 215.305(a)(2), the assessment will also consider the extent to which the Offeror's evaluated past performance demonstrates compliance with FAR 52.219-8, Utilization of Small Business Concerns and FAR 52.219-9, Small Business Subcontracting Plan.

- iv. Past and Present Performance shall be based on support work accomplished for programs of similar size and complexity within the last three (3) years of the solicitation close date. Past performance of businesses will include management of teaming arrangements.
- v. The Offeror is encouraged to identify the greatest number of efforts practicable to reduce any perceived uncertainty in the Offeror's performance.
- vi. The Offeror shall also provide the Past Performance Survey at **Attachment 1** to their references for them to complete and return directly to the Contracting Officer, Attn: Jennifer Sylvestre at Jennifer.sylvestre@dia.mil

(F) Factor 4: Subcontracting Plan

- a. Each business identified as "Other than Small" shall provide, with its offer, a subcontracting plan in accordance with identified small business targets and FAR Part 19.704. Subcontracting plans MUST comply with every subparagraph of FAR Part 19.704. The Small Business Subcontracting Plan shall be submitted in accordance with FAR 52.219-9 and shall identify and specify the extent of offeror's commitment to the participation of Small Businesses (SB), Woman Owned Small Businesses (WOSB), Veteran-Owned Small Businesses (VOSB), Small Disadvantaged Veteran-Owned Businesses (SDVOB), Historically Underutilized Business Zone Businesses (HUBZONE), whether as teaming arrangement partners, joint venture members, or subcontractors. If applicable, submit a copy of your approved Master Plan. In the event the Offeror has negotiated a comprehensive subcontracting plan pursuant to DFARS Part 219.702, the offeror must submit the information that identifies and specifies the extent of its commitment to the participation of SB,

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SDB, WOSB, SDVOSB, and/or HUBZONE. Following are the current DIA subcontracting goals:

- i. Small Business (SB) 23%
 - ii. Small Disadvantaged Business (SDB) 5%
 - iii. Women-owned Small Business (WOSB) 5%
 - iv. Veteran Owned Small Business (VOSB) 3%
 - v. Service-Disabled Veteran-owned Small Business (SDVOSB) 3%
 - vi. Historically Underutilized Business Zone (HUBZONE) 3%
- b. The Offeror will provide information to indicate the extent to which the offeror attained applicable goals for small business participation under contracts that required subcontracting plans.
- c. These goals may be met by any combination of vendor purchases, subcontracts, or other business arrangements. However, the majority of subcontracting must be for the principal supplies and services for which the contract was awarded.
- d. All proposed subcontracting goals accepted and incorporated into the resulting contract will be subject to FAR Clause 52.219-16, "Liquidated Damages-Subcontracting Plan".
- e. 294s/295s are deliverables in the contract and should follow the schedule below:

Calendar Period	Report Due	Due Date	Send ISR to:
10/01-03/31	294	05/01	Contracting Officer and Small Business Specialist
04/01-09/30	295	11/01	Contracting Officer and Small Business Specialist
TBD	Summary Contracting Report	End of Contract	Contracting Officer and Small Business Specialist

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2 **Factor 5: Small Business Participation (Required for all Offerors):** All prime Offerors shall submit a Small Business Participation Plan (SBPP) regardless of size in accordance with FAR 19.1202 and DFARS 215.304. The Offeror shall address the following elements:

3

3.1 The extent to which such firms are specifically identified in proposals. Offerors shall provide a detailed description of the supplies/services for each small business subcategory including the names of those firms and their designation.

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4.1 The extent of commitment to use such firms (for example, enforceable commitments are to be weighted more heavily than non-enforceable ones). Provide documentation (Section L.4, Volume I-General) regarding enforceable commitments to utilize each small Business as defined in FAR Part 19, as subcontractors. Provide the names of protégé firms being utilized in the proposal as subcontractors.

4.2 The complexity and variety of the work small businesses are to perform;

4.3 The realism of the proposal;

4.4 Past performance of the offerors in complying with requirements of the clauses at FAR 52.219-8, Utilization of Small Business Concerns, and 52.219-9 Alt II, Small Business Subcontracting Plan; and

4.5 The extent of participation of such businesses in terms of the value of the total acquisition.

4.6 Describe the type of management controls used to ensure timeliness and quality of all subcontracted efforts and how this will be coordinated.

4.7 All Offerors, both Small and Large Business, are required to submit Small Business Participation Information in accordance with FAR 19.1202 and DFARS 215.304 that shall include the following:

(a) Type of Business: Check applicable box (boxes)

☐ ☐ ☐ ☐ { } Large

☐ ☐ ☐ ☐ { } Small (also check type of Small Business below)

☐ ☐ ☐ ☐ { } Small Non-Disadvantaged Business

☐ ☐ ☐ ☐ { } Small Disadvantaged Business

☐ ☐ ☐ ☐ { } Woman-Owned Small Business

☐ ☐ ☐ ☐ { } HUB Zone Small Business

☐ ☐ ☐ ☐ { } Veteran Owned Small Business

☐ ☐ ☐ ☐ { } Service Disabled Veteran Owned Small Business

(b) Total Contract Value: (Include options, etc.) \$ _____

(c) Dollar Value of your participation as a Prime Contractor \$ _____

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(d) Dollar Value and Percentage of Subcontracts Planned For:

Dollar Value % of Contract Value
 Large \$ %
 Total Small \$ %
 Small Non-Disadvantaged \$ %
 Small Disadvantaged \$ %
 Woman-Owned Small \$ %
 HUB Zone Small \$ %
 Veteran Owned Small \$ %
 Service Disabled Veteran \$ %

(e) List principle supplies/services to be subcontracted to:

<input type="text"/> Name of Company	Identify Type of Service/Supply
Large:	
Small:	
Small Non-Disadvantaged:	
Small Disadvantaged:	
Women-Owned Small:	
HUB Zone Small:	
Veteran Owned Small Business:	

Service Disabled Veteran Owned Small:

NOTE 1: This information shall be provided for each period of performance of the contract, if the Offeror believes the percentages will change in the option years, those percentages should be included.

NOTE 2: Percentage and dollar goals shall be aggressive, realistic, challenging, achievable and positive. These goals are percentages of the total proposed contract value that the Offeror plans to subcontract.

NOTE 3: Offerors are reminded that the Small Business Subcontracting Plan **(required to be submitted by businesses identified as “Other than Small” only)** shall correlate with the proposal information submitted for small business participation.

NOTE 4: The Small Business Participation Plan (SBPP) will be evaluated as described in Section M.

NOTE 5: “Total Contract Value” for evaluation purposes is the estimated total for the contract and all options. After contract award “Total Contract Value” will be the cumulative actual dollars of all task orders issued against the contract, including any options.

(G) **Factor 6: Cost/Price Section.** Cost/Price Reasonableness and Realism. This section is to assist the Offeror in submitting information other than cost or pricing data that is required to evaluate the reasonableness of your proposed cost/price. Compliance with these requirements is mandatory and failure to comply may result in rejection of your proposal. The Government will determine the reasonableness of the overall Cost/Price based on the proposal analysis techniques contained in FAR 15.404-1. Note that unrealistically low or high proposed Costs/Prices, initially or subsequently, may be grounds for eliminating a proposal from competition either on the basis that the Offeror does not understand the requirement or has submitted an unrealistic proposal. Additionally, unbalanced pricing poses an unacceptable risk to the Government and may be a reason to reject an Offeror’s proposal. Offers should be sufficiently detailed to demonstrate their reasonableness. The burden of proof for credibility of proposed costs/prices rests with the Offeror.

- a. Cost/Price Information. Information beyond that required by this instruction shall not be submitted, unless you consider it essential to document or support your cost/price position. All information relating to the proposed Costs/Prices, including all required supporting documentation must be included in the section of the proposal designated as the Cost/Price volume. Under no circumstances shall this information and documentation be included elsewhere in the proposal.
- b. Cost or Pricing Information Requirements. It is anticipated that pricing of this action will be based on adequate Cost/Price competition; therefore, Offerors are initially not required to submit certified cost or pricing data. If, after receipt of

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proposals, the CO determines that there is insufficient information available to determine Cost/Price reasonableness and none of the exceptions in FAR Part 15.403-1 apply, the Offeror shall be required to submit cost or pricing data. Information shall be provided in accordance with FAR Part 15.403-5.

- c. **Final Proposal Revision (FPR)**. This part shall apply only if the CO requests a Final Proposal Revision. It is not necessary to provide the same level of detail in the final cost revision proposal as provided in the original cost proposal. However, all cost changes in the final cost revision proposal must be fully substantiated and explained. Provide a SUMMARY SCHEDULE OF CHANGES (Was-Is). This shall reflect all significant cost changes by major cost by period, i.e. base and options. Identify the significant cost increases as well as the significant cost decreases. Explain the reasons for the cost changes consistent with changes to technical/management approach, and provide appropriate rationale so that an explanation can be provided to the SSA.
- d. **Pricing Narrative** - Offerors shall include the following information in this section:
 - i. Provide the names, telephone numbers, emails and title of persons to be contacted for clarification or questions regarding this proposal. List no more than two people.
 - ii. Provide a brief description of your cost accounting system. Discuss your accounting system's ability to adequately support the contract types required by this contract. If your system has been determined adequate by government audit, provide the date of this determination, the name and address of the audit agency, and a POC from the audit agency (name, phone and email).
 - iii. Provide the following information related to Cost Accounting Standards:
 - A) Whether your organization has contracts that are CAS covered; if yes, specify whether they are subject to full or modified coverage.
 - B) Whether your organization has submitted a CASB Disclosure Statement. If the Disclosure Statement has been determined to be complete and adequate, provide the date of this determination, the name and address of the audit agency, and a POC from the audit agency (name, phone and email).
 - C) Whether your organization has been notified that it is or may be in non-compliance with any cost accounting standards or your Disclosure Statement. If so, identify the noncompliance, provide the date of the noncompliance determination, provide the name

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and address of the audit agency, and provide a POC from the audit agency (name, phone and email).

- D) Whether your SIA II proposal is consistent with your organization's established estimating and accounting practices and FAR Part 31 (Cost Principles). If not, provide an explanation. Explain any significant ground rules and assumptions you used to develop and arrive at your proposed Cost/Price.
- iv. Provide a brief description of your purchasing system. If your system has been determined adequate by government review, provide the date of this determination, the name and address of the review organization, and a POC from the review organization (name, phone and email). If you are using subcontractors to provide SIA II related services, explain the business approach you used to negotiate and integrate subcontractor labor rates into your proposed prime labor rate structure. Provide justification for how you, as the prime, determined that the subcontractor's proposed labor rates are fair and reasonable to the Government. Also explain how subcontractor labor rates are treated in your prime Cost/Price submission with regard to indirect cost loading (e.g., markups for overhead, G&A, fee or profit, etc.).
 - v. Provide a statement that certifies that your proposed labor categories and rates, for each period of the contract, including all options, will not increase based on the Government's exercise of contract clause FAR 52.217-9.
 - vi. Complete applicable blocks of the Standard Form 33 and the Excel spreadsheet provided as an attachment to this solicitation. In doing so, the Offeror accedes to the contract terms and conditions as written in the RFP. This RFP represents the model contract, however may be altered at the time of award if determined necessary by the Contracting Officer.
 - vii. Insert proposed unit and extended Costs/Prices for each Contract Line Item (CLIN), including all option years. The Offeror shall include a fully completed Cost/Price schedule of the solicitation in this section of their proposal. Offerors shall provide the labor category mix, hours and unit Costs/Prices to support the proposed Cost/Price at each CLIN. ***Any Offeror which fails to cite a Cost/Price for each item, or fails to make an entry, will be rejected as non-responsive to this solicitation.***
 - viii. If additional information is required to support Cost/Price reasonableness, each Offeror may be requested to provide the following information listed below from the prime Offeror and any subcontractors.

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- ix. Direct Labor- List the straight time and overtime productive labor hours, whether compensated or uncompensated, and the average hourly rates and cost for each individual job classification. Provide supporting rationale and methodology used for labor rate development of each classification. Include an explanation of any differential payments included in the labor rate development for multi-shift effort or non-standard workweek schedules. For proposal purposes, the cost of non-productive labor is to be classified as labor burden expense.
 - x. Other Direct Costs – Identify the type and amount of order costs to be charged directly to contemplated contract and which are not included elsewhere in the Cost/Price proposal. Summarize the costs of recruitment and relocation. Include in supporting data a brief description of the items, quantities, unit costs, and basis of cost estimates.
 - xi. Burden and Indirect Expense Pools – Show the composition of each burden and indirect expense pool proposed. List the elements of each pool, amount of each element base, rate and include any other supporting data which would facilitate audit and computation.
 - xii. Overhead – Submit a separate breakdown for each indirect overhead expense pool, such as local, division, and home office overheads, procurement and material handling burdens, occupancy, and service center.
 - xiii. G&A – Submit a separate breakdown for corporate home office or segment expense pools.
 - xiv. Provide explanation of what is considered direct labor and indirect labor.
 - xv. Submit for evaluation a total compensation plan setting forth proposed salaries and fringe benefits for professional employees working on the contract. Supporting information will include data, such as recognized national and regional compensation surveys and studies of professional, public and private organizations, used in establishing the total compensation structure.
10. **Government Contract Files.** The Government will retain one copy of all unsuccessful proposals. Unless the offeror provides written request otherwise, the Government will destroy extra copies of such unsuccessful proposals. After contract award, unsuccessful proposals will be destroyed except for one copy, which will be retained with the contract file.
11. **Discussions.** The primary objective of discussions is to maximize the Government's ability to obtain best value, based on the requirement and the evaluation factors set forth

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in the solicitation. If discussions are necessary due to perceived weaknesses or other issues that must be addressed before award, the Government will evaluate all offeror's proposals in accordance with FAR 15.305(a) and establish the competitive range. Based on ratings of each proposal against ALL evaluation criteria, the Contracting Officer will establish the competitive range comprised of all of the most highly rated proposals. Discussions resulting from the competitive range determination may be conducted in writing and/or in verbal discussions as follows:

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- (A) Written Discussions. Written and/or verbal discussions will be utilized by issuing Evaluation Notices (ENs). The Contracting Officer will issue ENs to Offerors within the competitive range to communicate those areas of his or her proposal which are considered deficient, where weaknesses exist, or where other aspects of the Offeror's proposal (such as cost, price, technical/management capability, past performance and terms and conditions) are significant enough to affect the selection decision and/or where data presented by the Offeror is unclear.
- (B) Revision to Proposals. Any revisions to either the technical or Cost/Price proposal shall have changed information clearly marked by a vertical line in the right margin of the page.
- (C) Final Proposal Revision. It is our intent to award a contract based upon initial proposals submitted without discussions. Offerors should therefore submit their best technical and Cost/Price proposal initially. If discussions are determined to be necessary, the Contracting Officer will conduct discussions with only those Offerors in the competitive range. Offerors are cautioned that changes or revisions at the final proposal revision stage may render a proposal unacceptable for award.

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L. 3 252.225 7042 AUTHORIZATION TO PERFORM (APR 2003)

(Reference 252.225-7042)

L. 4 252.225 7018 (252.225 7018) [RESERVED]
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 Unclassified - Without Attachments

(Reference 252.225-7018)

L. 5 252.206-7000 DOMESTIC SOURCE RESTRICTION (DEC 1991)

(Reference 252.206-7000)

L. 6 252.211-7002 AVAILABILITY FOR EXAMINATION OF SPECIFICATIONS, STANDARDS, PLANS, DRAWINGS, DATA ITEM DESCRIPTIONS, AND OTHER PERTINENT DOCUMENTS (DEC 1991)

The specifications, standards, plans, drawings, data item descriptions, and other pertinent documents cited in this solicitation are not available for distribution but may be examined at the following location: TBD at Task Order Level
(End of provision)

L. 7 252.204-7001 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (AUG 1999)

- (a) The offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter "CAGE" before the number.
- (b) If the Offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Information Service (DLIS). The Contracting Officer will--
 - (1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;
 - (2) Complete section A and forward the form to DLIS; and
 - (3) Notify the Contractor of its assigned CAGE code.
- (c) Do not delay submission of the offer pending receipt of a CAGE code.
(End of provision)

L. 8 52.237-10 IDENTIFICATION OF UNCOMPENSATED OVERTIME (OCT 1997)

(Reference 52.237-10)

L. 9 52.232-13 NOTICE OF PROGRESS PAYMENTS (APR 1984)

(Reference 52.232-13)

L. 10 52.222-46 EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB 1993)

(Reference 52.222-46)

L. 11 52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)

(Reference 52.222-24)

L. 12 52.216-27 SINGLE OR MULTIPLE AWARDS (OCT 1995)

(Reference 52.216-27)

L. 13 52.215-16 FACILITIES CAPITAL COST OF MONEY (JUN 2003)

(Reference 52.215-16)

L. 14 52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)

(Reference 52.215-1)

L. 15 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

www.acquisition.gov/far,
www.acquisition.gov/dfars

(End of Provision)

L. 16 52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from DIAC

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

L. 17 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Multiple Award IDIQ contract with task order contract types to be determined at the Task Order Level - hybrid of Firm Fixed Price; Firm Fixed Price, Level of Effort; Cost Reimbursement; Time & Materials contract resulting from this solicitation.

(End of Provision)

L. 18 52.219-24 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--TARGETS (OCT 2000)

(Reference 52.219-24)

L. 19 52.215-22 LIMITATIONS ON PASS-THROUGH CHARGES -- IDENTIFICATION OF SUBCONTRACT EFFORT (OCT 2009)

(Reference 52.215-22)

L. 20 52.232-38 SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER (MAY 1999)

(Reference 52.232-38)

L. 21 52.215-1 I INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)--ALTERNATE I (OCT 1997)

(Reference 52.215-1 I)

L. 22 52.211-7 ALTERNATIVES TO GOVERNMENT-UNIQUE STANDARDS (NOV 1999)

(Reference 52.211-7)

L. 23 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any Federal Acquisition Regulation or Department of Defense Federal Acquisition Regulation Supplement (48 CFR Chapter __ provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of Provision)

L. 24 52.252-3 ALTERATIONS IN SOLICITATION (APR 1984)

Portions of this solicitation are altered as follows: TBD

(End of Provision)

L. 25 52.211-2 AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST) (JAN 2006)

(a) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

- (1) ASSIST (<http://assist.daps.dla.mil>);
- (2) Quick Search (<http://assist.daps.dla.mil/quicksearch>);
- (3) ASSISTdocs.com (<http://assistdocs.com>).

(b) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by--

- (1) Using the ASSIST Shopping Wizard (<http://assist.daps.dla.mil/wizard>);
- (2) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or
- (3) Ordering from DoDSSP, Building 4, Section D, 730 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(End of provision)

L. 26 1552.215-92 INQUIRIES (DEC 2008)

Information concerning the status of an offeror's proposal and/or progress of the proposal evaluations shall be requested only from the contracting officer.

(End of Provision)

L. 27 1552.231-90 UNALLOWABILITY OF PROPOSAL COSTS (DEC 2008)

The Government will not recognize as a direct cost to this acquisition, the costs incurred by the contractor in the preparation of its proposal.

(End of Provision)

L. 28 1552.216-90 LEVEL OF EFFORT (DEC 2008)

The level of effort shown in Section B is a Government estimate of man-hours required to perform the effort specified herein. The estimate is advisory only and shall not be cause for restricting what the offeror believes to be a meritorious technical proposal.

(End of Clause)

L. 29 1352.209-93 DISCLOSURE OF INFORMATION - RFP(DEC 2008)

- a. The recipient organization of the Request for Proposal (RFP) shall not, unless authorized elsewhere in the RFP, disclose any information concerning the request or its sponsorship to anyone other than those offerors and employees of the recipient organization who require the information in order to prepare and submit a proposal or a response.
- b. The recipient organization may obtain necessary subcontracting and purchasing data from prospective vendors or subcontractors, provided that sponsorship of this RFP is not disclosed; and, where required, the appropriate security regulations are observed.
- c. Any disclosure, other than that described in Paragraphs (a) and (b) above, considered necessary by the recipient organization may be made only with the written consent of the contracting officer.

(End of Provision)

L. 30 1352.204-97 SECURITY CLEARANCE(DEC 2008)

- a. In order to be considered for contract award, at the time of submission of a bid/offer, the contractor must be able to certify that they currently are/or would be eligible for a security clearance consistent with the requirements of the DD Form 254 authorizing access to, and for safeguarding classified information up to and including Top Secret . b. (1) Facilities Clearances - is defined as an administrative determination that the facility is eligible, from a security viewpoint for access to classified information of the same or higher security category at the level of clearance required. Personnel required to be cleared in connection with the facility clearance are specified in DoD 105220.22-M. (2) Storage - is defined as adequate containers to store classified material when not in use in accordance with the requirements set forth in DoD 105220.22-M, "Industrial Security Manual." c. The contractor shall furnish with his offer sufficient information to verify the existence of required clearances: FACILITY: Level of Clearance: _____
 Location: _____ CAGE Code: _____ Issuing Office: _____
 Date of Clearance: _____ Interim Clearance: _____ Final Clearance: _____ STORAGE Level of Clearance: _____ d. The contractor shall indicate in the space provided the number of personnel to be assigned to contract performance for each category of labor and the level of security clearance required. (Use additional pages as necessary.)
- | NUMBER OF | LABOR | LEVEL OF SECURITY | PERSONNEL | CATEGORY | SECURITY CLEARANCE |
|---|-------|-------------------|-----------|----------|--------------------|
| e. The contractor (_____) will (_____) will not require additional personnel security clearances to fulfill any contractual obligation hereunder. Any request for personnel security clearance must be addressed to DIA and processed through the Contracting Officer's Representative for certification of need. The request must contain the contract number and labor category. (End of Provision) | | | | | |

L. 31 252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (APR 2003)

(Reference 252.225-7002)

SECTION M
EVALUATION FACTORS FOR AWARD

M. 1 52.217-5 EVALUATION OF OPTIONS (JUL 1990)

(Reference 52.217-5)

M. 2 SIA II - Section M

SECTION M – Evaluation Factors for Award

1. Basis for Award. This is a best value source selection conducted in accordance with Federal Acquisition Regulation (FAR) Part 15.3, Source Selection, as supplemented by the Defense Federal Acquisition Regulation Supplement (DFARS), and the DIA Acquisition Regulation Supplement Instruction (DARSI). The Government will award to those best overall offers, based upon an integrated assessment of technical/management, past performance, and cost/price. The SIA II contract may be awarded to those offerors who are deemed responsible in accordance with the FAR, as supplemented, whose proposal conforms to the solicitation's requirements (to include all stated terms, conditions, representations, certifications, and all other information required by Section L of this solicitation) and is judged, based on the evaluation factors and subfactors to represent the best value to the Government. The Government seeks to award to those offerors who give DIA the greatest confidence that it will best meet, or exceed, the requirements. This may result in an award to those higher rated and/or higher priced Offerors: for example where the decision is consistent with the evaluation factors as long and the Source Selection Authority (SSA) reasonably determines that the higher ranked non-price factor and subfactor responses of the higher Cost/Price Offerors outweighs the cost difference. The SSA will base the source selection decision on an integrated assessment of proposals against all source selection criteria in the solicitation.
2. The Government may reject any or all offers if such action is determined to be in the best interest of the Government. The Government will select the best overall offers based on the Corporate Security, Technical/Management Capability, Past and Present Performance, Subcontracting Plan, Small Business Participation, and Cost/Price. Evaluation factors other than Cost/Price, when combined, are **SIGNIFICANTLY MORE IMPORTANT THAN Cost/Price** in the award decision. Corporate Security is a Pass or Fail factor and Offerors will not be considered for award with a fail rating in security. Technical/Management Capability is the most important non-price factor followed by Past and Present Performance, Subcontracting Plan, and then Small Business Participation Plan. Technical/Management capability is further divided into the following subfactors, listed in descending order of importance: 1) Technical Expertise, 2) Program Management Process, 3) Recruitment and Retention, and 4) Personnel Security. Cost/Price becomes increasingly more important in award selection when other criteria are substantially equal. This process permits trade-offs among Cost/Price and non-price factors and allows the Government to select other than the lowest Cost/Price proposals, or other than the highest technically rated offers. If the Government decides that it is necessary to hold discussions, then a Competitive Range determination will be made based upon the ratings of each proposal against all evaluation criteria.
3. The Government may or may not establish a competitive range after evaluating all proposals in accordance with 15.305(a). If discussions are to be conducted, a competitive range will be established prior to the commencement of discussions. Based on the ratings of each proposal against all evaluation criteria, the Contracting Officer shall establish a competitive range comprised of the most highly rated proposals, unless the range is further reduced for purposes of efficiency pursuant to paragraph 15.306(c)(2).

To be considered for award, each offeror's proposal shall at a minimum meet the requirements of the SOW and shall indicate an adequate approach and understanding of the requirements. Additionally, the proposal's strengths and weaknesses are offsetting and will have little or no impact on contract performance therefore indicating risk of unsuccessful performance will be no worse than moderate. In making the source selection recommendation to the Source Selection Authority (SSA), the Contracting Officer will integrate the Source Selection Evaluation Board (SSEB) evaluations for each of the evaluation factors.

4. The Government reserves the right to make an award to other than the lowest priced Offerors or to other than the Offerors with the highest technical score if the Contracting Officer determines that to do so would result in the best value to the Government. However, the Government will not make an award at a significantly higher overall cost to achieve slightly superior technical and management features.
5. Evaluation Factors and Subfactors: The Government will use the following evaluation factors and subfactors to evaluate each proposal. Award will be made to the offeror proposing the combination most advantageous to the Government based upon an integrated assessment of the evaluation factors and subfactors described below.
6. The following factors shall be used to evaluate offers:
 - A) **Factor 1** – Corporate Security (Pass/Fail)
 - B) **Factor 2** – Technical/Management Capability
 1. **Sub-factor 1** – Technical Expertise
 2. **Sub-factor 2** – Program Management Process
 3. **Sub-factor 3** – Recruitment and Retention
 4. **Sub-factor 4** - Personnel Security
 - C) **Factor 3** – Past and Present Performance
 - D) **Factor 4** –Subcontracting Plan
 - E) **Factor 5** – Small Business Participation
 - F) **Factor 6** – Cost/Price

1 Corporate Security

2

- 2.1 Each offer will be evaluated to determine that all Corporate Security requirements are met. This is a Pass/Fail factor. If the Offeror does not receive a Pass in the Corporate Security factor of the proposal, the proposal will not be evaluated further.***

2.2 The Government will evaluate the security Factor on a “Pass/Fail” basis. If the Offeror does not receive a “Pass” in the Corporate Security Factor, the proposal will not be evaluated further. During evaluations of each proposal, the Government will assign a rating based on the rating table listed below and provide a written narrative supporting the evaluation as either Pass or Fail.

Table 1 Corporate Security Ratings		
3 Color	4 Rating	5 Narrative
	7 Pass	8 The Prime Offeror, at the time of proposal submission, has a TOP SECRET facility clearance.
	10 Fail	11 The Offeror has NOT met all the required Corporate Security requirements

12 Technical/Management Capability Factor Assessment

13

13.1 The Offeror’s Technical/Management Capability will be rated jointly with the risk associated with its technical solution. The technical and risk rating evaluates the quality of the Offeror’s technical expertise and solution for meeting the Government’s requirement. Each technical/management Subfactor will receive one of the color ratings described Table 2, Combined Technical/Risk Ratings.

- G) The Technical/Management Capability ratings focus on the strengths, deficiencies, and uncertainties of the Offeror's proposal. The color rating depicts how well the Offeror’s proposal meets the Technical/Management Capability Subfactor requirements. A strength may be a significant, outstanding, or exceptional aspect of an Offeror's proposal that has merit and exceeds the specified performance or capability requirements in a way beneficial to the Government, and either will be included in the contract or is inherent in the Offeror's process and increases the likelihood of successful contract performance. A *significant strength* is defined as an aspect of the proposal that appreciably increases the likelihood of successful contract performance. A “deficiency” is a material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level. “Weakness” means a flaw in the proposal that increases the risk of unsuccessful contract performance. A “significant weakness” in the proposal is a flaw that appreciably increases the risk of unsuccessful contract performance. Subfactor ratings **shall not be rolled up** into an overall color rating for the Technical/Management Capability factor.
- H) The Technical/Management Capability Risk evaluation focuses on the strengths and weaknesses associated with an offeror's proposed approach and includes an assessment of the potential for disruption of schedule, increased cost, or degradation of performance, the need for increased Government oversight, and the likelihood of unsuccessful contract performance. Each

Technical/Management Capability subfactors will receive one of the risk ratings described in *Table 2, Combined Technical/Risk Ratings* below.

1. **Subfactor 1, Technical Expertise:** The Government will differentiate proposals based upon how well the proposal describes the following:
 - i. The offeror clearly addresses and articulates their depth and breadth of experience and expertise in all intelligence and substantive areas of the SOW.
 - ii. The Offeror provides evidence of their experience in and ability to provide all-source analysts with knowledge, skills and abilities consistent with competencies found in ICD 610. This technical factor is met by demonstrated experience and ability to provide analysts who have successfully completed training, education and work assignments consistent with the appropriate competencies and analyst work level(s).
 - iii. The Offeror provides evidence of a structured means to continually develop all-source analytic competencies consistent with ICD 610. Training/education should be mapped to ICD 610 competencies and this development program should be consistent with or better than current intelligence community training/education coursework.
 - iv. The Offeror accurately and comprehensively documents the risks posed to the Government customer's mission accomplishment when using contractor analysts to augment/support intelligence analysis and outlines realistic and effective mitigation measures currently in practice or recently employed.
 - v. The offeror can accurately and fully describe the various actions, coordinations and processes that must be undertaken to satisfactorily progress from a contract/task order award to successful full performance – in other words, what's involved to get them from a winning proposal to achieving mission success for the customer
2. **Subfactor 2, Program Management Process:** The Government will assess the Offeror's ability to successfully perform by evaluating the Offeror's proposed organization and management structure. The Government will differentiate proposals based upon how well the proposal describes the following:

- i. The Offeror can demonstrate their structure and processes are optimized to support intelligence analysis as one of its core competencies including their knowledge of and ability to support the unique aspects and nuances of providing this support; risks and special requirements such as the dynamic nature of the mission, quick turnaround requirement timelines and similar indicators indicative of the intelligence mission of DIA.
 - ii. The Offeror's can demonstrate their management structure, tools, procedures and systems are in place to plan, monitor, control and deliver required services; report and monitor technical and financial status of contract/task order deliverables/requirements; and has corporate measures to correct/alleviate poor performance.
 - iii. The Offeror demonstrates organizational elements exist that cover all areas of the SOW and includes work breakdown structure, numbers of people and labor category descriptions sufficient to support projected work for the base and all option years.
 - iv. The Offeror submits a detailed Quality Control Plan addressing all requirements of the SOW; addressing all aspects of quality control to include responsibility for surveillance of work; acceptance, rejection, documentation, and resolution of deficiencies; corrective action; identify and prevent recurrence of defective services; enforce corrective actions to poor performance; and identifies key quality control personnel.
 - v. The Offeror submits a Risk Management Plan describing established procedures/methods to be used to identify unfavorable trends and actions to mitigate risks. The corporate entity/element supporting this function is identified along with their resources and expertise.
3. **Subfactor 3, Recruitment and Retention:** The Government will assess the Offeror's proposal for determination of the Offeror's ability to successfully recruit and retain qualified personnel with the required clearances. The Government will differentiate proposals based upon how well the proposal describes the following:
 - i. The Offeror's recruitment and retention program demonstrates their experience and ability to successfully and consistently recruit personnel meeting the experience

and qualification requirements for all functional areas of the SOW and possess the security clearances and accesses necessary to comply with and perform the SOW in a timely and repetitive manner and the ability to meet surge requirements timely.

- ii. Additionally they are able to demonstrate established successful retention programs including various incentives such as training and development, flexible compensation practices and policies, financial incentives, etc.
 - iii. The Offeror provides complete information on the number of personnel possessing security clearances and the levels of those clearances by labor category and the number of mission categories that can be supported with qualified and cleared personnel upon contract award.
 - iv. The Offeror clearly describes how they can meet 100% staffing within the first 90 days of a task order award.
4. **Subfactor 4 Personnel Security:** The Government will assess the Offeror's proposal to determine the Offeror's ability to ensure personnel security in accordance with the appropriate DOD and IC directives on personnel security. The Government will differentiate proposals based upon how well the proposal describes the following:
- i. The Offeror has clearly demonstrated experience providing personnel with TS/SCI clearances and /or TS clearances and eligible for SCI access as described in the SOW, and under DoD and/or IC contract
 - ii. The Offeror has demonstrated their company has policy/process/system and experience in maintaining compliance with, and staying abreast of, changes in the DoD and IC security policies, procedures, and directives.

- 1) The technical evaluation factor and subfactors will be evaluated and rated in accordance with the table below:

Table 2 Combined Technical/Risk Ratings		
Color	Rating	Description
	Outstanding	Proposal meets requirements and indicates an exceptional approach and understanding of requirements. The proposal contains multiple strengths and no deficiencies. Risk of unsuccessful performance is very low.
	Good	Proposal meets requirements and indicates a thorough approach

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		and understanding of the requirements. Proposal contains strengths which outweigh any weaknesses. Risk of unsuccessful performance is low.
	Acceptable	Proposal meets requirements and indicates an adequate approach and understanding of the requirements. Strengths and weaknesses are offsetting or will have little or no impact on contract performance. Risk of unsuccessful performance is no worse than moderate.
Yellow	Marginal	Proposal does not clearly meet requirements and has not demonstrated an adequate approach and understanding of the requirements. The proposal has one or more weaknesses which are not offset by strengths. Risk of unsuccessful performance is high.
	Unacceptable	Proposal does not meet requirements and contains one or more deficiencies and is not awardable.

7. **Past Performance Factor Assessment**

- A) The past performance evaluation assesses the offeror's probability of meeting the solicitation requirements. The past performance evaluation considers each Offeror's demonstrated recent and relevant record of performance in supplying services that meet the contract's requirements.
- B) **Ratings.** The past performance factor will receive one of the performance confidence assessments described in Table 5 – Performance Confidence Assessments, below. Performance confidence assessment ratings are assigned pursuant to paragraphs I and J
- C) **Evaluation Process.** The past performance evaluation considers the offeror's recent past performance, focusing on performance that is relevant to the contract requirements. The Government may consider past performance in the aggregate in addition to on an individual contract basis. In conducting the past performance evaluation, the Government reserves the right to use both the information provided in the Offeror's Past Performance proposal volume and information obtained from other sources, such as the Contractor Performance Assessment Rating Systems (CPARS) and Past Performance Information Retrieval System (PPIRS) or similar systems, Defense Contract Management Agency (DCMA), and commercial sources. Adverse past performance records that are considered recent and relevant will be evaluated and included as part of the Confidence Assessment.
- D) Proposals will be evaluated based on the examples and references provided by the Offeror and data independently obtained from other Government and commercial sources. The evaluation team will assess performance confidence, specifically the quality and satisfaction rating for contracts completed in the past three years based on the submitted examples and the results of past performance surveys. The evaluation team will assess past performance relevancy, specifically the

scope and magnitude of effort and complexities of present and past efforts completed in the past three years based on submitted examples and the results of past performance surveys. Evaluation shall seek performance information on the technically acceptable Offerors based on (1) the examples provided by the Offeror and (2) data independently obtained from other Government and commercial sources that may have useful and relevant information.

- E) **Recency Assessment.** An assessment of the past performance information will be made to determine Offeror and the prime Offeror's teaming partners, joint ventures, and/or significant subcontractors must have been performed within three (3) years from the close date of the solicitation, or, for ongoing efforts, must have been in place at least nine (9) months before the proposal due date. Past performance information that fails this condition will be assessed as "not meeting the recency requirement."
- F) **Relevancy Assessment.** The Government will conduct an in-depth evaluation of all recent performance information obtained to determine how closely the services performed under those contracts relate to the Technical/Management Capability Subfactors and cost/price factor (however, all aspects of performance that relate to this procurement may be considered). A relevancy determination of the Offeror's past performance will also be made based upon the teaming partners, joint ventures and/or significant subcontractors. A teaming partner, joint venture and/or significant subcontractor is considered to be a company that provides 20% or more of the support required, and/or a company that provides a critical portion of the effort required and/or that influences the results of performance.
- G) In determining relevancy for individual contracts, consideration will be given to the effort, or portion of the effort, being proposed by the Offeror, teaming partner, joint venture or significant subcontractor whose contract is being reviewed and evaluated. The past performance information forms and information obtained from other sources will be used to establish the degree of relevancy of past performance. The Government is not bound by the Offeror's assessment of relevancy. The Government will use the following degrees of relevancy when assessing recent, relevant contracts:

Table 3 – Past Performance Effort Relevancy Determinations	
Degree	Description
Very Relevant (VR)	Past/present performance effort involved essentially the same magnitude of effort and complexities this solicitation requires.
Relevant (R)	Past/present performance effort involved much of the magnitude of effort and complexities this solicitation requires.

Somewhat Relevant (SR)	Past/present performance effort involved some of the magnitude of effort and complexities this solicitation requires.
Not Relevant (NR)	Past/present performance effort did not involve any of the magnitude of effort and complexities this solicitation requires.

- H) **Performance Quality Assessment.** The Government will consider the performance quality of recent, relevant efforts. For each recent relevant past performance citation reviewed, the performance quality of the work performed will be assessed for the technical/management subfactors and cost/price factor; however, all aspects of performance that relate to this procurement may be considered. The quality assessment consists of an in-depth evaluation of the past performance questionnaire responses, CPARS and PPIRS information, interviews with Government customers, and if applicable, commercial clients. It may include interviews with DCMA officials or other sources known to the Government. Pursuant to FAR Part 15.305(a)(2)(v), the assessment will consider the extent to which the Offeror's evaluated past performance demonstrates compliance with subcontracting plan goals for small disadvantaged business (SDB) concerns, monetary targets for SDB participation, and notifications submitted under FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting. Pursuant to DFARS Part 215.305(a)(2), the assessment will also consider the extent to which the Offeror's evaluated past performance demonstrates compliance with FAR 52.219-8, Utilization of Small Business Concerns and FAR 52.219-9, Small Business Subcontracting Plan. The quality assessment may result in positive or adverse findings. Adverse is defined as past performance information that supports a less than satisfactory rating on any evaluation element or any unfavorable comment received from sources without a formal rating system. For adverse information identified, the evaluation will consider the number and severity of the problems, mitigating circumstances, and the effectiveness of corrective actions that have resulted in sustained improvements. Process changes will only be considered when objectively measurable improvements in performance have been demonstrated. The Government will use the following quality levels identified in the Performance Quality Assessment Table when assessing recent, relevant efforts:

Table 4 – Performance Quality Assessment		
Color	Quality Assessment Rating	Description
	Exceptional (E)	During the contract period, contractor performance meets or met contractual requirements and exceeds or exceeded many to the Government's benefit. The contractual performance of the element or sub-

Table 4 – Performance Quality Assessment		
		element being assessed was accomplished with a few minor problems for which corrective actions taken by the contractor was highly effective.
	Very Good (VG)	During the contract period, contractor performance meets or met contractual requirements and exceeds or exceeded some to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.
	Satisfactory (S)	During the contract period, contractor performance is meeting (or met) all contractual requirements. For any problems encountered, contractor took effective corrective action.
Yellow	Marginal (M)	During the contract period, contractor performance does not or did not meet some contractual requirements. The contractor's proposed corrective actions appear only marginally effective or were not fully implemented.
	Unsatisfactory (U)	During the contract period, contractor performance does not or did not meet most contractual requirements and recovery is not likely in a timely manner. Corrective actions were either ineffective or non-existent.
White	Not Applicable (N)	Unable to provide a rating. Contract did not include performance for this aspect. Do not know.

- 1) Assigning Ratings. As a result of the relevancy and quality assessments of the recent contracts evaluated, Offerors will receive an integrated performance confidence assessment rating. Although the past performance evaluation focuses on performance that is relevant to the technical/management subfactors the resulting performance confidence assessment rating is made at the factor level and represents an overall evaluation of contractor performance. Offerors without a record of relevant past performance or for whom information on past performance is not available or so sparse that no confidence assessment rating can be reasonably assigned will not be evaluated favorably or unfavorably on past performance and, as a result, will receive an "Unknown Confidence" rating for the past performance factor.

Table 5 – Performance Confidence Assessments	
Rating	Description
Substantial Confidence	Based on the offeror's performance record, the Government has a high expectation that the offeror will successfully perform the required effort.
Satisfactory Confidence	Based on the offeror's performance record, the Government has an expectation that the offeror will successfully perform the required effort.
Limited Confidence	Based on the offeror's performance record, the Government has a low expectation that the offeror will successfully perform the required effort.
No Confidence	Based on the offeror's performance record, the Government has no expectation that the offeror will be able to successfully perform the required effort.
Unknown Confidence (Neutral)	No performance record is identifiable or the offeror's performance record is so sparse that no confidence assessment rating can be reasonably assigned.

8. Subcontracting Plan Assessment

- A) The Government will review the Offeror's Small Business Subcontracting Plan and it will be evaluated, in accordance with the adjectival basis as depicted in the table below, by the Contracting Officer and the Office of Small Business Programs for compliance with FAR Part 19.704, DFARS 215.304, and DIA subcontracting goals.
- B) The Offeror will be evaluated based on the full compliance and completeness with FAR 19.704 and the extent of offeror's commitment to the participation of Small Businesses (SB), Woman Owned Small Businesses (WOSB), Veteran-Owned Small Businesses (VOSB), Small Disadvantaged Veteran-Owned Businesses (SDVOB), Historically Underutilized Business Zone Businesses (HUBZONE), whether as teaming arrangement partners, joint venture members, or subcontractors, in terms of the value of the total acquisition.
- C) Each Offeror will be evaluated on the detail of their solid process (either currently in use or proposed) whereby the Offeror demonstrates the capability to successfully track and report subcontracted dollars and percentages at all tiers. The end product must clearly identify the percentage of Small Business efforts in all the appropriate categories. The Offeror must highlight the checks and balances utilized to ensure proper NAICS codes are applied, and how the Offeror ensures that credit is given for only those businesses who meet the definition of a "small business subcontractor" found in FAR Part 2.101.

D) This factor will be evaluated and rated according to the tables below:

Table 6 Subcontracting Plan Rating Scale		
Color	Rating	Description
	Outstanding	Proposal meets requirements and indicates an exceptional approach and understanding of the requirements. Strengths far outweigh any weaknesses. Risk of unsuccessful performance is very low. Complies with the clauses at FAR 52.219-8, 52.219.9, <i>Alternates II and III</i> and DFARS 252.219-7003 <i>Alternate I</i> , including DFARS 219-705-4(d).
	Good	Proposal meets requirements and indicates a thorough approach and understanding of the requirements. Proposal contains strengths which outweigh any weaknesses. Risk of unsuccessful performance is low. Complies with the clauses at FAR 52.219-8, 52.219.9, <i>Alternates II and III</i> and DFARS 252.219-7003 <i>Alternate I</i> , including DFARS 219-705-4(d).
	Acceptable	Proposal meets requirements and indicates an adequate approach and understanding of the requirements. Strengths and weaknesses are offsetting or will have little or no impact on contract performance. Risk of unsuccessful performance is no worse than moderate. Complies with the clauses at FAR 52.219-8, 52.219.9, <i>Alternates II and III</i> and DFARS 252.219-7003 <i>Alternate I</i> , including DFARS 219-705-4(d)..
Yellow	Marginal	Proposes do not clearly meet requirements and has not demonstrated an adequate approach and understanding of the requirements. The proposal has one or more weaknesses which are not offset by strengths. Risk of unsuccessful performance is high. Complies with the clauses at FAR 52.219-8, 52.219.9, <i>Alternates II and III</i> and DFARS 252.219-7003 <i>Alternate I</i> , including DFARS 219-705-4(d)
	Unacceptable	Proposal does not meet requirements and contains one or more deficiencies. Proposal is unawardable. One or more of the requirements of the clauses at FAR 52.219-8, 52.219-9 <i>Alternates II or III</i> , or DFARS 252.219-7003 <i>Alternate I</i> , including DFARS 219-705-4(d) are missing or deficient.

9. Small Business Participation Assessment

- A) The Government will review the Offeror's Small Business Participation Plan, and it will be evaluated in accordance with the adjectival basis as depicted in table 7 below, by the Contracting Officer and the Office of Small Business Programs for compliance with FAR Part 19.704, DFARS 215.304, and DIA subcontracting goals.
- B) The Government will assess the Offeror's proposal for determination of the Offeror's existing or planned method to implement a robust use of initiatives for

development of new sources of services required by this solicitation and the initiative to identify and use small businesses such as Small Disadvantaged Businesses Woman-Owned Small Businesses, HUBZone businesses, and Service Disabled Veteran-Owned Small Businesses which have the capabilities to satisfy requirements of this contract.

c) This factor will be evaluated and rated according to the tables below:

Table 7 Small Business Participation Rating Scale		
Color	Rating	Description
	Outstanding	Proposal meets requirements and indicates an exceptional approach and understanding of the requirements. Strengths far outweigh any weaknesses. Risk of unsuccessful performance is very low. Complies with the clauses at FAR 52.219-8, 52.219.9, <i>Alternates II and III</i> and DFARS 252.219-7003 <i>Alternate I</i> , including DFARS 219-705-4(d).
	Good	Proposal meets requirements and indicates a thorough approach and understanding of the requirements. Proposal contains strengths which outweigh any weaknesses. Risk of unsuccessful performance is low. Complies with the clauses at FAR 52.219-8, 52.219.9, <i>Alternates II and III</i> and DFARS 252.219-7003 <i>Alternate I</i> , including DFARS 219-705-4(d).
	Acceptable	Proposal meets requirements and indicates an adequate approach and understanding of the requirements. Strengths and weaknesses are offsetting or will have little or no impact on contract performance. Risk of unsuccessful performance is no worse than moderate. Complies with the clauses at FAR 52.219-8, 52.219.9, <i>Alternates II and III</i> and DFARS 252.219-7003 <i>Alternate I</i> , including DFARS 219-705-4(d).
Yellow	Marginal	Proposes does not clearly meet requirements and has not demonstrated an adequate approach and understanding of the requirements. The proposal has one or more weaknesses which are not offset by strengths. Risk of unsuccessful performance is high. Complies with the clauses at FAR 52.219-8, 52.219.9, <i>Alternates II and III</i> and DFARS 252.219-7003 <i>Alternate I</i> , including DFARS 219-705-4(d).
	Unacceptable	Proposal does not meet requirements and contains one or more deficiencies. Proposal is unawardable. One or more of the requirements of the clauses at FAR 52.219-8, 52.219-9 <i>Alternates II or III</i> , or DFARS 252.219-7003 <i>Alternate I</i> , including DFARS 219-705-4(d) are missing or deficient.

10. Cost/Price Factor Assessment

- A) The purpose of cost/price evaluation is to determine if the Cost/Price proposed is reasonable for the work to be performed, reflects a clear understanding of the requirements, and is consistent with the unique methods of performance and materials described in the Offeror's proposal. This factor will not receive a rating.
- B) The Government will evaluate that all solicitation requirements have been priced, figures are correctly calculated, and cost/price data are presented in a clear and useful format.
- C) The Offeror's cost/price proposal will be evaluated, using one or more of the techniques defined in FAR 15.404, in order to determine if it is reasonable. For a Cost/Price to be reasonable, it must represent a Cost/Price to the Government that a prudent person would pay in the conduct of competitive business.
- D) A Cost/Price analysis will be performed to determine the Offeror's Cost/Price reasonableness. The Cost/Price evaluation will document for each offer the reasonableness of the proposed total Cost/Price. Reasonableness may be determined based on Costs/Prices submitted by the competition, current market conditions, and comparison to the Government estimate and prior acquisitions, if applicable.
- E) The Offerors proposed labor rates will be evaluated against a pre-determined quantity of hours determined by the Government for each task. In addition the rates will be compared to rates that have been paid for work on contracts for similar services. Comparisons may also be made to Costs/Prices submitted by the competition, current market conditions, and comparison to the Government estimate and prior acquisitions, if applicable. The Cost/Price Volume shall provide, for each period of performance: the ceiling direct labor rates for each labor category.
- F) The Government will evaluate options for award purposes by adding the total Cost/Price for all options to the total Cost/Price for the basic requirements. Evaluation of options will not obligate the Government to exercise the option(s). The Government will evaluate options in accordance with FAR clause 52.217-5, Evaluation of Options, July 1990, as prescribed in FAR 17.208(c) (1).
- G) Unbalanced Pricing. Offerors are cautioned against submitting an offer that contains unbalanced pricing. Unbalanced pricing may increase performance risk and could result in payment of unreasonably high Costs/Prices. Unbalanced pricing exists when, despite an acceptable proposal, the Cost/Price of one or more items is significantly over or understated as indicated by the application of Cost/Price analysis techniques. The Government will analyze offers to determine whether they are unbalanced with respect to separately priced items. Offers that are determined to be unbalanced may be rejected if the contracting officer determines that the lack of balance poses an unacceptable risk to the Government.

11. **CONTRACT DOCUMENTATION.**

- A) Solicitation Requirements, Terms And Conditions. Offerors are required to meet all solicitation requirements, such as terms and conditions, completed representations and certifications, and technical requirements, in addition to those identified as evaluation factors or subfactors. Failure to meet a requirement may result in an offer being ineligible for award.

Section M SIA II Evaluation Factors 15

M. 3 1052.215 99 BASIS OF AWARD BEST VALUE TRADEOFF (MAR 2009)

- a. The Government will select the best overall offer(s) based on an integrated assessment of the evaluation factors listed elsewhere in Section M. Contracts that will be awarded to Offerors represent the best value to the Government, based upon cost and non-cost factors. This effort will

include an evaluation of the strengths, weaknesses, risks, deficiencies, and omissions associated with each stated evaluation factor. This may result in award(s) to higher-priced Offerors when a proposal represents the best value to the Government. However, the Government will not make an award at a significantly higher overall cost to the Government to achieve only slightly superior technical capability. The Government will make this assessment through a trade-off analysis and other analytic means that involve the evaluation of superior technical capability (e.g., benefits clearly attributable to increased productivity, probability of successful contract performance, ability to control cost, maintain schedule, and/or unique and innovative approaches to the work effort) versus the added cost. Overall cost to the Government may become the ultimate determining factor for award of the resultant contracts as proposals become more equal based on the non-cost factors.

b. The Government reserves the right to evaluate proposals and award contracts without discussions with the Offerors, except clarifications as described in FAR 15.306(a). Evaluations may be based on the Offeror's initial proposal. Therefore, the initial proposal should contain the Offeror's most advantageous proposal from a technical and cost standpoint. If a competitive range is established, the Government may limit the number of proposals to the greatest number which will permit an efficient competition among the most highly-rated proposals.

c. When conducting the evaluation, the Government may use data included by Offerors in their proposals, as well as past performance information obtained from other sources. The Offeror is responsible for ensuring that the data they submit is thorough, accurate, and complete in addressing all solicitation requirements.

(End of Provision)

M. 4 52.217-4 EVALUATION OF OPTIONS EXERCISED AT TIME OF CONTRACT AWARD (JUN 1988)

(Reference 52.217-4)